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RECORDS OF THE UNITED STATES

NUERNBERG WAR CRIMES TRIALS

UNITED STATES OF AMERICA v. CARL KRAUCH ET AL. (CASE VI)

AUGUST 14, 1947-JULY 30, 1948

Roll 41

Prosecution Document Books

XLII-XLVII



THE NATIONAL ARCHIVES
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INTRODUCTION

On the 113 rolls of this microfilm publication are reproduced the records of Case VI, *United States of America v. Carl Krauch et al.* (I. G. Farben Case), 1 of the 12 trials of war criminals conducted by the U.S. Government from 1946 to 1949 at Nuernberg subsequent to the International Military Tribunal (IMT) held in the same city. These records consist of German- and English-language versions of official transcripts of court proceedings, prosecution and defense briefs and statements, and defendants' final pleas as well as prosecution and defense exhibits and document books in one language or the other. Also included are minute books, the official court file, order and judgment books, clemency petitions, and finding aids to the documents.

The transcripts of this trial, assembled in 2 sets of 43 bound volumes (1 set in German and 1 in English), are the recorded daily trial proceedings. Prosecution statements and briefs are also in both languages but unbound, as are the final pleas of the defendants delivered by counsel or defendants and submitted by the attorneys to the court. Unbound prosecution exhibits, numbered 1-2270 and 2300-2354, are essentially those documents from various Nuernberg record series, particularly the NI (Nuernberg Industrialist) Series, and other sources offered in evidence by the prosecution in this case. Defense exhibits, also unbound, are predominantly affidavits by various persons. They are arranged by name of defendant and thereunder numerically, along with two groups of exhibits submitted in the general interest of all defendants. Both prosecution and defense document books consist of full or partial translations of exhibits into English. Loosely bound in folders, they provide an indication of the order in which the exhibits were presented before the tribunal.

Minute books, in two bound volumes, summarize the transcripts. The official court file, in nine bound volumes, includes the progress docket, the indictment, and amended indictment and the service thereof; applications for and appointments of defense counsel and defense witnesses and prosecution comments thereto; defendants' application for documents; motions and reports; uniform rules of procedures; and appendixes. The order and judgment books, in two bound volumes, represent the signed orders, judgments, and opinions of the tribunal as well as sentences and commitment papers. Defendants' clemency petitions, in three bound volumes, were directed to the military governor, the Judge Advocate General, and the U.S. District Court for the District of Columbia. The finding aids summarize transcripts, exhibits, and the official court file.

Case VI was heard by U.S. Military Tribunal VI from August 14, 1947, to July 30, 1948. Along with records of other Nuernberg

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and Far East war crimes trials, the records of this case are part of the National Archives Collection of World War II War Crimes Records, Record Group 238.

The I. G. Farben Case was 1 of 12 separate proceedings held before several U.S. Military Tribunals at Nuernberg in the U.S. Zone of Occupation in Germany against officials or citizens of the Third Reich, as follows:

<u>Case No.</u>	<u>United States v.</u>	<u>Popular Name</u>	<u>No. of Defendants</u>
1	<i>Karl Brandt et al.</i>	Medical Case	23
2	<i>Erhard Milch</i>	Milch Case (Luftwaffe)	1
3	<i>Josef Altstoetter et al.</i>	Justice Case	16
4	<i>Oswald Pohl et al.</i>	Pohl Case (SS)	18
5	<i>Friedrich Flick et al.</i>	Flick Case (Industrialist)	6
6	<i>Carl Krauch et al.</i>	I. G. Farben Case (Industrialist)	24
7	<i>Wilhelm List et al.</i>	Hostage Case	12
8	<i>Ulrich Greifelt et al.</i>	RuSHA Case (SS)	14
9	<i>Otto Ohlendorf et al.</i>	Einsatzgruppen Case (SS)	24
10	<i>Alfried Krupp et al.</i>	Krupp Case (Industrialist)	12
11	<i>Ernst von Weizsaecker et al.</i>	Ministries Case	21
12	<i>Wilhelm von Leeb et al.</i>	High Command Case	14

Authority for the proceedings of the IMT against the major Nazi war criminals derived from the Declaration on German Atrocities (Moscow Declaration) released November 1, 1943; Executive Order 9547 of May 2, 1945; the London Agreement of August 8, 1945; the Berlin Protocol of October 6, 1945; and the IMT Charter.

Authority for the 12 subsequent cases stemmed mainly from Control Council Law 10 of December 20, 1945, and was reinforced by Executive Order 9679 of January 16, 1946; U.S. Military Government Ordinances 7 and 11 of October 18, 1946, and February 17, 1947, respectively; and U.S. Forces, European Theater General Order 301 of October 24, 1946. Procedures applied by U.S. Military Tribunals in the subsequent proceedings were patterned after those of the IMT and further developed in the 12 cases, which required over 1,200 days of court sessions and generated more than 330,000 transcript pages.

Formation of the I. G. Farben Combine was a stage in the evolution of the German chemical industry, which for many years led the world in the development, production, and marketing of organic dyestuffs, pharmaceuticals, and synthetic chemicals. To control the excesses of competition, six of the largest chemical firms, including the Badische Anilin & Soda Fabrik, combined to form the Interessengemeinschaft (Combine of Interests, or Trust) of the German Dyestuffs Industry in 1904 and agreed to pool technological and financial resources and markets. The two remaining chemical firms of note entered the combine in 1916. In 1925 the Badische Anilin & Soda Fabrik, largest of the firms and already the majority shareholder in two of the other seven companies, led in reorganizing the industry to meet the changed circumstances of competition in the post-World War markets by changing its name to the I. G. Farbenindustrie Aktiengesellschaft, moving its home office from Ludwigshafen to Frankfurt, and merging with the remaining five firms.

Farben maintained its influence over both the domestic and foreign markets for chemical products. In the first instance the German explosives industry, dependent on Farben for synthetically produced nitrates, soon became subsidiaries of Farben. Of particular interest to the prosecution in this case were the various agreements Farben made with American companies for the exchange of information and patents and the licensing of chemical discoveries for foreign production. Among the trading companies organized to facilitate these agreements was the General Anilin and Film Corp., which specialized in photographic processes. The prosecution charged that Farben used these connections to retard the "Arsenal of Democracy" by passing on information received to the German Government and providing nothing in return, contrary to the spirit and letter of the agreements.

Farben was governed by an Aufsichtsrat (Supervisory Board of Directors) and a Vorstand (Managing Board of Directors). The Aufsichtsrat, responsible for the general direction of the firm, was chaired by defendant Krauch from 1940. The Vorstand actually controlled the day-to-day business and operations of Farben. Defendant Schmitz became chairman of the Vorstand in 1935, and 18 of the other 22 original defendants were members of the Vorstand and its component committees.

Transcripts of the I. G. Farben Case include the indictment of the following 24 persons:

Otto Ambros: Member of the Vorstand of Farben; Chief of Chemical Warfare Committee of the Ministry of Armaments and War Production; production chief for Buna and poison gas; manager of Auschwitz, Schkopau, Ludwigshafen, Oppau, Gendorf, Dyhernfurth, and Falkenhagen plants; and Wehrwirtschaftsfuehrer.

Max Brueggemann: Member and Secretary of the Vorstand of Farben; member of the legal committee; Deputy Plant Leader of the Leverkusen Plant; Deputy Chief of the Sales Combine for Pharmaceuticals; and director of the legal, patent, and personnel departments of the Works Combine, Lower Rhine.

Ernst Buergin: Member of the Vorstand of Farben; Chief of Works Combine, Central Germany; Plant Leader at the Bitterfeld and Wolfen-Farben plants; and production chief for light metals, dyestuffs, organic intermediates, plastics, and nitrogen at these plants.

Heinrich Bueteftisch: Member of the Vorstand of Farben; manager of Leuna plants; production chief for gasoline, methanol, and chlorine electrolysis production at Auschwitz and Moosbierbaum; Wehrwirtschaftsfuehrer; member of the Himmler Freundeskreis (circle of friends of Himmler); and SS Obersturmbannfuehrer (Lieutenant Colonel).

Walter Duerrfeld: Director and construction manager of the Auschwitz plant of Farben, director and construction manager of the Monowitz Concentration Camp, and Chief Engineer at the Leuna plant.

Fritz Gajewski: Member of the Central Committee of the Vorstand of Farben, Chief of Sparte III (Division III) in charge of production of photographic materials and artificial fibers, manager of "Agfa" plants, and Wehrwirtschaftsfuehrer.

Heinrich Gattineau: Chief of the Political-Economic Policy Department, "WIPO," of Farben's Berlin N.W. 7 office; member of Southeast Europe Committee; and director of A.G. Dynamit Nobel, Pressburg, Czechoslovakia.

Paul Haeffliger: Member of the Vorstand of Farben; member of the Commercial Committee; and Chief, Metals Departments, Sales Combine for Chemicals.

Erich von der Heyde: Member of the Political-Economic Policy Department of Farben's Berlin N.W. 7 office, Deputy to the Chief of Intelligence Agents, SS Hauptsturmfuehrer, and member of the WI-RUE-AMT (Military Economics and Armaments Office) of the Oberkommando der Wehrmacht (OKW) (High Command of the Armed Forces).

Heinrich Hoerlein: Member of the Central Committee of the Vorstand of Farben; chief of chemical research and development of vaccines, sera, pharmaceuticals, and poison gas; and manager of the Elberfeld Plant.

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Max Ilgner: Member of the Vorstand of Farben; Chief of Farben's Berlin N.W. 7 office directing intelligence, espionage, and propaganda activities; member of the Commercial Committee; and Wehrwirtschaftsfuehrer.

Friedrich Jaehne: Member of the Vorstand of Farben; chief engineer in charge of construction and physical plant development; Chairman of the Engineering Committee; and Deputy Chief, Works Combine, Main Valley.

August von Knieriem: Member of the Central Committee of the Vorstand of Farben; Chief Counsel of Farben; and Chairman, Legal and Patent Committees.

Carl Krauch: Chairman of the Aufsichtsrat of Farben and Generalbevollmaechtigter fuer Sonderfragen der Chemischen Erzeugung (General Plenipotentiary for Special Questions of Chemical Production) on Goering's staff in the Office of the 4-Year Plan.

Hans Kuehne: Member of the Vorstand of Farben; Chief of the Works Combine, Lower Rhine; Plant Leader at Leverkusen, Elberfeld, Uerdingen, and Dormagen plants; production chief for inorganics, organic intermediates, dyestuffs, and pharmaceuticals at these plants; and Chief of the Inorganics Committee.

Hans Kugler: Member of the Commercial Committee of Farben; Chief of the Sales Department Dyestuffs for Hungary, Rumania, Yugoslavia, Greece, Bulgaria, Turkey, Czechoslovakia, and Austria; and Public Commissar for the Falkenau and Aussig plants in Czechoslovakia.

Carl Lautenschlaeger: Member of the Vorstand of Farben; Chief of Works Combine, Main Valley; Plant Leader at the Hoechst, Griesheim, Mainkur, Gersthofen, Offenbach, Eystrup, Marburg, and Neuhausen plants; and production chief for nitrogen, inorganics, organic intermediates, solvents and plastics, dyestuffs, and pharmaceuticals at these plants.

Wilhelm Mann: Member of the Vorstand of Farben, member of the Commercial Committee, Chief of the Sales Combine for Pharmaceuticals, and member of the SA.

Fritz ter Meer: Member of the Central Committee of the Vorstand of Farben; Chief of the Technical Committee of the Vorstand that planned and directed all of Farben's production; Chief of Sparte II in charge of production of Buna, poison gas, dyestuffs, chemicals, metals, and pharmaceuticals; and Wehrwirtschaftsfuehrer.

Heinrich Oster: Member of the Vorstand of Farben, member of the Commercial Committee, and manager of the Nitrogen Syndicate.

Hermann Schmitz: Chairman of the Vorstand of Farben, member of the Reichstag, and Director of the Bank of International Settlements.

Christian Schneider: Member of the Central Committee of the Vorstand of Farben; Chief of Sparte I in charge of production of nitrogen, gasoline, diesel and lubricating oils, methanol, and organic chemicals; Chief of Central Personnel Department, directing the treatment of labor at Farben plants; Wehrwirtschaftsfuehrer; Hauptabwehrbeauftragter (Chief of Intelligence Agents); Hauptbetriebsfuehrer (Chief of Plant Leaders); and supporting member of the Schutzstaffeln (SS) of the NSDAP.

Georg von Schnitzler: Member of the Central Committee of the Vorstand of Farben, Chief of the Commercial Committee of the Vorstand that planned and directed Farben's domestic and foreign sales and commercial activities, Wehrwirtschaftsfuehrer (Military Economy Leader), and Hauptsturmfaehrer (Captain) in the Sturmabteilungen (SA) of the Nazi Party (NSDAP).

Carl Wurster: Member of the Vorstand of Farben; Chief of the Works Combine, Upper Rhine; Plant Leader at Ludwigshafen and Oppau plants; production chief for inorganic chemicals; and Wehrwirtschaftsfuehrer.

The prosecution charged these 24 individual staff members of the firm with various crimes, including the planning of aggressive war through an alliance with the Nazi Party and synchronization of Farben's activities with the military planning of the German High Command by participation in the preparation of the 4-Year Plan, directing German economic mobilization for war, and aiding in equipping the Nazi military machines.¹ The defendants also were charged with carrying out espionage and intelligence activities in foreign countries and profiting from these activities. They participated in plunder and spoliation of Austria, Czechoslovakia, Poland, Norway, France, and the Soviet Union as part of a systematic economic exploitation of these countries. The prosecution also charged mass murder and the enslavement of many thousands of persons particularly in Farben plants at the Auschwitz and Monowitz concentration camps and the use of poison gas manufactured by the firm in the extermination

¹ The trial of defendant Brueggemann was discontinued early during the proceedings because he was unable to stand trial on account of ill health.

of millions of men, women, and children. Medical experiments were conducted by Farben on enslaved persons without their consent to test the effects of deadly gases, vaccines, and related products. The defendants were charged, furthermore, with a common plan and conspiracy to commit crimes against the peace, war crimes, and crimes against humanity. Three defendants were accused of membership in a criminal organization, the SS. All of these charges were set forth in an indictment consisting of five counts.

The defense objected to the charges by claiming that regulations were so stringent and far reaching in Nazi Germany that private individuals had to cooperate or face punishment, including death. The defense claimed further that many of the individual documents produced by the prosecution were originally intended as "window dressing" or "howling with the wolves" in order to avoid such punishment.

The tribunal agreed with the defense in its judgment that none of the defendants were guilty of Count I, planning, preparation, initiation, and waging wars of aggression; or Count V, common plans and conspiracy to commit crimes against the peace and humanity and war crimes.

The tribunal also dismissed particulars of Count II concerning plunder and exploitation against Austria and Czechoslovakia. Eight defendants (Schmitz, von Schnitzler, ter Meer, Buerger, Haeffliger, Ilgner, Oster, and Kugler) were found guilty on the remainder of Count II, while 15 were acquitted. On Count III (slavery and mass murder), Ambros, Bueteffisch, Duerrfeld, Krauch, and ter Meer were judged guilty. Schneider, Bueteffisch, and von der Heyde also were charged with Count IV, membership in a criminal organization, but were acquitted.

The tribunal acquitted Gajewski, Gattineau, von der Heyde, Hoerlein, von Knieriem, Kuehne, Lautenschlaeger, Mann, Schneider, and Wurster. The remaining 13 defendants were given prison terms as follows:

<u>Name</u>	<u>Length of Prison Term (years)</u>
Ambros	8
Buerger	2
Bueteffisch	6
Duerrfeld	8
Haeffliger	2
Ilgner	3
Jaehne	1 1/2
Krauch	6
Kugler	1 1/2
Oster	2
Schmitz	4
von Schnitzler	5
ter Meer	7

All defendants were credited with time already spent in custody.

In addition to the indictments, judgments, and sentences, the transcripts also contain the arraignment and plea of each defendant (all pleaded not guilty) and opening statements of both defense and prosecution.

The English-language transcript volumes are arranged numerically, 1-43, and the pagination is continuous, 1-15834 (page 4710 is followed by pages 4710(1)-4710(285)). The German-language transcript volumes are numbered 1a-43a and paginated 1-16224 (14a and 15a are in one volume). The letters at the top of each page indicate morning, afternoon, or evening sessions. The letter "C" designates commission hearings (to save court time and to avoid assembling hundreds of witnesses at Nuernberg, in most of the cases one or more commissions took testimony and received documentary evidence for consideration by the tribunals). Two commission hearings are included in the transcripts: that for February 7, 1948, is on pages 6957-6979 of volume 20 in the English-language transcript, while that for May 7, 1948, is on pages 14775a-14776 of volume 40a in the German-language transcript. In addition, the prosecution made one motion of its own and, with the defense, six joint motions to correct the English-language transcripts. Lists of the types of errors, their location, and the prescribed corrections are in several volumes of the transcripts as follows:

- First Motion of the Prosecution, volume 1
- First Joint Motion, volume 3
- Second Joint Motion, volume 14
- Third Joint Motion, volume 24
- Fourth Joint Motion, volume 29
- Fifth Joint Motion, volume 34
- Sixth Joint Motion, volume 40

The prosecution offered 2,325 prosecution exhibits numbered 1-2270 and 2300-2354. Missing numbers were not assigned due to the difficulties of introducing exhibits before the commission and the tribunal simultaneously. Exhibits 1835-1838 were loaned to an agency of the Department of Justice for use in a separate matter, and apparently No. 1835 was never returned. Exhibits drew on a variety of sources, such as reports and directives as well as affidavits and interrogations of various individuals. Maps and photographs depicting events and places mentioned in the exhibits are among the prosecution resources, as are publications, correspondence, and many other types of records.

The first item in the arrangement of prosecution exhibits is usually a certificate giving the document number, a short description of the exhibits, and a statement on the location of the original document or copy of the exhibit. The certificate is followed by the actual prosecution exhibit (most are photostats,

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but a few are mimeographed articles with an occasional carbon of the original). The few original documents are often affidavits of witnesses or defendants, but also ledgers and correspondence, such as:

<u>Exhibit No.</u>	<u>Doc. No.</u>	<u>Exhibit No.</u>	<u>Doc. No.</u>
322	NI 5140	1558	NI 11411
918	NI 6647	1691	NI 12511
1294	NI 14434	1833	NI 12789
1422	NI 11086	1886	NI 14228
1480	NI 11092	2313	NI 13566
1811	NI 11144		

In rare cases an exhibit is followed by a translation; in others there is no certificate. Several of the exhibits are of poor legibility and a few pages are illegible.

Other than affidavits, the defense exhibits consist of newspaper clippings, reports, personnel records, Reichgesetzblatt excerpts, photographs, and other items. The 4,257 exhibits for the 23 defendants are arranged by name of defendant and thereunder by exhibit number. Individual exhibits are preceded by a certificate wherever available. Two sets of exhibits for all the defendants are included.

Translations in each of the prosecution document books are preceded by an index listing document numbers, biased descriptions, and page numbers of each translation. These indexes often indicate the order in which the prosecution exhibits were presented in court. Defense document books are similarly arranged. Each book is preceded by an index giving document number, description, and page number for every exhibit. Corresponding exhibit numbers generally are not provided. There are several unindexed supplements to numbered document books. Defense statements, briefs, pleas, and prosecution briefs are arranged alphabetically by defendant's surname. Pagination is consecutive, yet there are many pages where an "a" or "b" is added to the numeral.

At the beginning of roll 1 key documents are filmed from which Tribunal VI derived its jurisdiction: the Moscow Declaration, U.S. Executive Orders 9547 and 9679, the London Agreement, the Berlin Protocol, the IMT Charter, Control Council Law 10, U.S. Military Government Ordinances 7 and 11, and U.S. Forces, European Theater General Order 301. Following these documents of authorization is a list of the names and functions of members of the tribunal and counsels. These are followed by the transcript covers giving such information as name and number of case, volume numbers, language, page numbers, and inclusive dates. They are followed by the minute book, consisting of summaries of the daily proceedings, thus providing an additional finding aid for the transcripts. Exhibits are listed in an index that notes the

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type, number, and name of exhibit; corresponding document book, number, and page; a short description of the exhibit; and the date when it was offered in court. The official court file is summarized by the progress docket, which is preceded by a list of witnesses.

Not filmed were records duplicated elsewhere in this microfilm publication, such as prosecution and defense document books in the German language that are largely duplications of the English-language document books.

The records of the I. G. Farben Case are closely related to other microfilmed records in Record Group 238, specifically prosecution exhibits submitted to the IMT, T988; NI (Nuernberg Industrialist) Series, T301; NM (Nuernberg Miscellaneous) Series, M-936; NOKW (Nuernberg Armed Forces High Command) Series, T1119; NG (Nuernberg Government) Series, T1139; NP (Nuernberg Propaganda) Series, M942; WA (undetermined) Series, M946; and records of the Brandt case, M887; the Milch Case, M888; the Altstoetter case, M889; the Pohl Case, M890; the Flick Case, M891; the List case, M893; the Greifelt case, M894; and the Ohlendorf case, M895. In addition, the record of the IMT at Nuernberg has been published in the 42-volume *Trial of the Major War Criminals Before the International Military Tribunal* (Nuernberg, 1947). Excerpts from the subsequent proceedings have been published in 15 volumes as *Trials of War Criminals Before the Nuernberg Military Tribunal Under Control Council Law No. 10* (Washington). The Audiovisual Archives Division of the National Archives and Records Service has custody of motion pictures and photographs of all 13 trials and sound recordings of the IMT proceedings.

Martin K. Williams arranged the records and, in collaboration with John Mendelsohn, wrote this introduction.

MILITARY TRIBUNAL NO. 3

C VI XXXXII

Prosecution Document Book No.

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English



INDEX TO

DOCUMENT BOOK NO. 100000

COURT 1-P I.G. FARBEN PARTICIPATED IN WEAKENING
GERMANY'S POTENTIAL ENEMIES

Exhibit Number	Description of Document	Page No.
II-10450	Four-Party Agreement of 9 November 1929, between I.G. Farben, Standard Oil Company of N.J., Standard I.G. Company and Standard Oil Co. of N.J. and Delaware	1
II-10430	"Division of Fields" Agreement of 9 November 1929 between Farben and Standard whereby Standard gives Farben control of the "chemical" field for the entire world and I.G. gives Standard control of the "oil" or "natural gas" business outside of Germany.	23
II-10432	Letter of Seagle, President of Standard Oil of N.J., to Schmitz and von Thiele of Farben of 9 November 1929 saying that in the event performance of 1929 Agreements obstructed by "operation of law or governmental authority", parties should enter into new negotiations "in spirit of present agreements and endeavor to adapt relations to changed conditions."	57
II-10433	Agreement between Farben and Standard Oil of 30 September 1930, Jasco Agreement, providing for joint exploitation of "new chemical processes" by newly formed corporation called Jasco. Agreement provided if either Standard or I.G. should discover a new chemical process, the technical information thereon would be given to the other party so that the process could be "investigated, tested and developed" by Jasco.	56
II-10431	Letter from Board of Standard of 27 July 1936 explaining "Division of Fields" Agreement, pointing out that there will necessarily be considerable overlapping in the borderline field of oil and chemistry.	73
II-10434	Letter from Board to Farben of 3 February 1940 stating that interest in Buna dated back to 1929 Agreements and that "Buna development was recognized by both parties as coming within the field of this corporation (Jasco)".	81

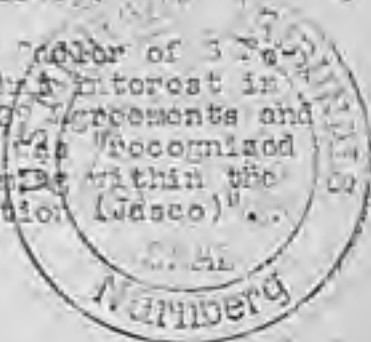


Exhibit Number	Document Number	Description of Document	Page No.
	NI-10435	Affidavit of Jamar Lochr of 21 July 1947 stating that buna "came under the Jasco Agreement" and that Jasco had exclusive license rights in the United States.	88
	NI-10450	Letter from Hopkins to Russell of 9 May 1940 enclosing memorandum explaining that the buna process was not "officially" brought into Jasco" and controverted settlement of the matter was postponed for political reasons.	94
	NI-10449	Letter of November 13, 1941, from Hopkins of Standard Oil to Kenyon and Kenyon, reciting the general history of the development of the buna process in the U.S.	98
	NI-10376	Memorandum by Frank Howard of 13 November 1940, indicating that "the manufacture from oil and gasoline as raw materials of synthetic rubber was specifically understood by both parties to come within the field of Jasco arrangements."	103
	NI-10365	Memorandum by Rieger of 12 January 1940, on "an arrangement Jasco" indicating Jasco's right to certain of the buna patents.	104
	NI-10547	Letter from I. J. Carbo to Chermeyo of 9 March 1936, telling Chermeyo that the attitude of the German government toward international agreements for technical collaboration must be ascertained; but that, in the meantime, foreign industry should not be given the impression "that we are not free to negotiate".	110
	NI-10469	Letter from Howard to Temple of 9 October 1935, re--Agreement between Howard and Carbo not to bring outside organizations into synthetic rubber project.	111
	NI-5031	Memorandum of 24 June 1935 of conference between I.O. and Army Ordnance and Air Ministry Officials at Ludwigsafen in which Carbo indicates that it will not comply with its exchange of experience contract with standard so far as developmental work which is being carried out for the Reich Air Ministry is concerned.	115

Exhibit Number	Document Number	Description of Document	Page NO.
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NI-10437		Memorandum of 13 July 1937, Secret conference between the Military Economic Staff (Wehrwirtschaftsstab), Army Ordnance and Air Ministry officials and I.G. Farben. Conference stresses necessity of keeping I.G. processes for production of fuels and airplane gasolene secret except to the extent already known by foreigners and authorized by Wehrmacht. Conference also agreed that false impressions were to be given to contracting parties abroad as to the scale of experiments being conducted by I.G. Farben on matters covered by contract.	131
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NI-10438		File memorandum by Hopkins of 23 July 1937, to effect that Hitler Government probably does not look with favor to turning rubber over to foreign countries.	134
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NI-10470		Letter from Fischer to Howard of 9 August 1937 stating that I.G. requests 10 tons of secondary butyl alcohol a month for experiments on Buna. Alcohol will be forwarded by Alcohol Co.	138
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NI-10438		Letter of 1 October 1937 from Hopkins to Hess, one of Standard's foreign representatives, stating that for beer and said it was not advisable to place the responsibility for marketing Buna in one U.S. company; that the Government would not yet permit export from Germany; that I.G. was going ahead with Buna production only because of Government support and determination to be independent of foreign rubber supplies.	130
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Exhibit Number	Document Number	Description of Document	Page in Doc. Sk. Trans.
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- NI-10447 Letter from Rustefisch of OKW of 23 January 1940 transmitting for General Thomas memorandum of 25 January 1940 agreed to by Thomas explaining what Farben has gained from exchange of experience contracts and that "up to now, we handled this exchange of experiences in such a way that we have given only reports which after consultation with the OKW and the RWM seemed to us unobjectionable and contained only such technical data which concerned known facts or such things which were technically outlined by the latest progress."
- NI-10453 Letter from Howard to Bureau of 15 March 1938 on "difficulties which prevent our I.G. friends from giving us full technical information". Nevertheless, Standard is turning over butyl to Farben.
- NI-10455 Memorandum on conference of 18 March 1938 at the Reichs Economic Ministry (enclosure I to letter 15 Jan. 1942 from ter Meer to Krauch) at which "action taken in the United States concerning Buna" is discussed. The memorandum states that the conferences held on that date with interested American companies were held for the "sole object of easing the minds of American interested parties and possibly to prevent an initiative on their part within the frame of butadiene rubber."
- NI-10454 Extract from Executive Committee memorandum of 4 April 1938 stating that failure to receive rubber process due to military in-expediency.
- NI-10477 Letter from Howard to Standard Executive Committee of 5 April 1938 on attitude of other rubber companies.
- NI-10456 Letter from ter Meer to Howard of 9 April 1938 re-negotiations with German authorities on divalcing of Buna process.
- NI-10457 Letter from Howard to Bedford of 14 April 1938 on stringing along other rubber companies and "in-bility of our partners to obtain permission of their government."
- NI-10458 Letter from Howard to ter Meer of 20 April 1938 wishing him success in Government negotiations and stating that Standard cannot delay development in U.S. beyond fall of 1938.
- NI-10505 Letter from Howard to Bedford of 20 April 1938 quoting letter from ter Meer which says that negotiations with Government have been very difficult and will take several months.

- NI-10622 Letter from Chemycos to Ter Meer of 3 June 1938 indicating that Chemycos refuses Goodyear's request for a license and stating that "thought it expedient to conduct the negotiations in such a way that we would continue to observe and become acquainted with how and Goodyear's experiments." 155
- NI-10459 Letter of Ministry of Economics of 8 October 1938 consenting to the utilization of the "Buna" patents, processes and experiences abroad.... covers the granting of licenses, the directions as they are required in the experimentation of Buna as regards further processing.... Iach wishes to be advised of progress in negotiations and still to that his consent must be obtained before final consummation. 156
- NI-10460 Extracts from Executive Committee memorandum of 31 October 1938 saying that German Government will permit discussions on marketing of buna. 157
- NI-10481 Extract from Executive Committee memorandum of 28 November 1938 in which Ter Meer reviews the history of buna production in Germany. 158
- NI-10462 Memorandum of 24 January 1939 on negotiations on Buna in U.S.A. in November/December 1938 (Enclosure 3 to letter of 15 January 1942 from Ter Meer to Kreuch, NI-10455). 159
- NI-10463 Letter to I.G. Farben from OKW of 25 April 1939 enclosing letter of 5 April 1939 from OKW to Bueckelisch stressing the necessity for prior examination and approval of information sent abroad. 160
- NI-10464 Letter from Vermittlungsstelle to OKW of 13 July 1939 on "Trip of I.G. Chemists to the U.S.A." for the purpose of obtaining information in field of hydrogenation of Isobutylene. The Chemists are instructed "not to give any kind of information on the fuel and lubricating matters which are to be kept secret." 161
- NI-10465 Letter from Farben to the "Vehrwirtschafts-stab/OKW" of 16 September 1939 requesting permission to transfer patents to Standard-I.G. reciting the financial advantages which would accrue to Farben and the fact that the patents would be protected against seizure by "the Governments at war with Germany." 171

Exhibit Number	Document Number	Description of Document	Page in Doc. No. Tres.
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II-10466		Letter from Ringer to von Knorin of 23 September 1939 referring to pending Regue conference with Howard and pointing out that there will be no exchange of experience with respect to guns.	184
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II-10467		Letter from Wehrwirtschaftsstab /OKW to Farbon of 2 October 1939 giving permission to transfer to Standard Oil for patents in the petroleum and Jasco fields.	193
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DOCUMENT NO. XI - 10550
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Agreement made and entered into this 9th day of
November, 1929, by and between:

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, a German
corporation, of Frankfurt am Main, Germany, hereinafter
referred to as "I.G.",

The S.I.G. COMPANY, a Delaware corporation, here-
inafter referred to as "S. I.G. ",

STANDARD OIL COMPANY, a corporation incorporated
under the laws of the State of New Jersey, and

STANDARD OIL COMPANY OF NEW JERSEY, a corporation
incorporated under the laws of the State of Delaware; said
last named two corporations being hereinafter referred to
jointly as "Standard".

ARTICLE I.

DEFINITIONS.

A. Hydrocarbon Field:

Wherever the term hydrocarbon field is used in this
agreement its meaning is:

The treatment of natural gas, crude petroleum, natural
or manufactured bitumens, peats, shales, lignites, coals,
other carbonaceous materials, and / or products made therefrom
or contained therein to produce:

1. Those marketable major products which are now commonly produced in the oil and natural gas industries. The marketable major products here referred to are, for the purposes of this agreement, the following:

- (1) Crude petroleum
- (2) Hydrocarbon gases consisting principally of methane and/or its homologues
- (3) Gas black
- (4) Intermediate hydrocarbon mixtures forming the class known as naphthas
- (5) Gasoline
- (6) Kerosene
- (7) Gas oil
- (8) Fuel oil
- (9) Lubricating oil
- (10) Paraffine wax
- (11) Highly purified viscous involatile hydrocarbon oils
- (12) Saturants, binders and road oils
- (13) Roofing and paving asphalts
- (14) Petroleum greases and petrolatum
- (15) Sulphuric acid hydrocarbon sludges
- (16) Petroleum coke.

2. Those marketable major products which shall hereafter be commonly produced in the oil and natural gas industries and shall be of a commercial importance corresponding to the present commercial importance of a present major product as listed in subparagraph 1.

3. Other products which, though different in chemical structure from said major products of subparagraphs 1 and 2, have the same properties to a degree which permits their use for the same purpose or purposes; but to produce said other products only to the extent that they are used for such purpose or purposes.

(EXAMPLE: -- Accordingly, processes for the production of aromatic hydrocarbons and methanol come within the field so far as these products are used as anti-knock substances or as motor fuel. They do not come within the field when intended for use as raw materials for dyestuffs and explosives in the case of the aromatic hydrocarbons, or as solvents in the case of methanol.)

The parties recognize that the above field definition may not be adequate to cover all situations which may arise. For example, certain products now or hereafter produced may present border-line cases, and a single process may produce products falling both within and without the field. With respect to all such situations in which any party shall feel that said field definition does not adequately determine the rights of the parties, the parties agree to enter into negotiations to the end of reaching an agreement which is equitable in the light of the spirit of the present agreement.

B. Hydrogenation process.

Wherever the term hydrogenation process is used in this agreement its meaning is:

Any process coming within the hydrocarbon field which is carried out by or in the presence of added hydrogen or hydrogen carriers, with or without catalysts, to a degree or extent

or in a manner to secure definitely determinable hydrogenation or which is used in conjunction with the hydrogenation step for the preparation of raw materials for hydrogenation, including hydrogen, or for the separation and refining of the products produced by the hydrogenation step itself. Accordingly, the term hydrogenation process denotes a specific class of processes lying within the hydrocarbon field.

6. Patent - Rights:

Wherever the term patent rights is used in this agreement its meaning is:

Patents, applications for patents, divisions, renewals, reissues and extensions of patents and applications and transferable interests in any of the foregoing. Every reference herein to the patent rights of a party hereto is intended to comprise those of which the party has now or shall have hereafter during the term of this agreement the ownership or control in the sense of having the power to dispose of them or grant licenses thereunder, in so far as it is not precluded from so doing or bound to account to others for so doing by contracts with others in force on the date of execution of this agreement, nor shall a party be deemed to have ownership or control of a patent right because such patent right is owned or controlled by a corporation which is not in effect the sole property of that party. In the case of patent rights originating with a party as through the invention of its employees, the date of acquisition shall be assumed to be the date

of the first application for patent thereon. In the case of other patent rights it shall be the actual date on which the party obtains of such patent rights.

The expression patent rights relating to the hydrocarbon field (or to the hydrogenation process) shall include both

- a) those patent rights which relate wholly or principally to that field (or that process) and
- b) those which are useful in that field (or that process) and are also useful to a substantial degree in other fields (or other processes),

but in the latter case (b) only in so far as they are useful in that field (or that process).

ARTICLE II.

GRANT OF I.G. PATENT RIGHTS TO S.I.G.

A. I.G. hereby assigns and agrees to assign to S.I.G. all of its patent rights outside of Germany which relate wholly or principally to the hydrocarbon field. This assignment shall be subject to an exclusive license (excluding also S.I.G.) and right to license others, reserved by I.G., under said patent rights, for all purposes outside of said field. The reserved exclusive license and right to license others shall be royalty free, shall run for the life of the patents in question, and

shall be freely transferable by I.G. I.G.'s patent rights assigned by this paragraph include the patents and applications for patent listed in Schedule A annexed hereto, it being understood that the omission from said Schedule of any patent rights owned by I.G. and coming within the scope of said assignment shall not exclude them from the assignment. The prosecution of all patent applications, present and future assigned to S.I.G. under this paragraph shall be under the direction and at the expense of S.I.G. I.G. agrees to assist in such prosecution as requested by S.I.G., the reasonable cost of such assistance to be paid for by S.I.G.

D. Under I.G.'s patent rights outside of Germany which are useful in the hydrocarbon field, but are also useful to a substantial degree in other fields, I.G. grants and agrees to grant to S.I.G. an exclusive license (excluding also I.G.) and right to license others, but only in so far as they are useful in the hydrocarbon field. This exclusive license and right to license others shall be royalty free, shall run for the life of the patents in question, and shall be freely transferable. I.G.'s patent rights under which a license is granted by this paragraph include the patents and applications for patent listed in Schedule B annexed hereto, it being understood that the omission from said Schedule of any patent rights owned by I.G. and coming within the scope of said license grant shall not

exclude them from the grant. The prosecution of all patent applications, present and future, under which a license is granted to S.I.G. by this paragraph shall be under the direction and at the expense of I.G. S.I.G. agrees to assist in such prosecution, as requested by I.G., the reasonable cost of such assistance to be paid for by I.G.

C. I.G. warrants its title to the patent rights listed in the annexed Schedules A and B, and warrants that there are no outstanding rights or licenses thereunder within the hydrocarbon field. The limit of liability of I.G. under this warranty shall be the contribution paid and payable by S.I.G. to I.G. for said patent rights, as provided in Art. IV hereof. No warranty as to the validity of any patent rights transferred under this agreement is given by I.G.

D. The party holding title to any patent right coming under Paragraphs A or B of this Article shall have the first responsibility for protecting such right including the payment of all taxes thereon and each party shall keep the other informed of the status of each such right. If either party shall desire to abandon or permit to forfeit or lapse any patent right within his control, he shall first offer to transfer the control of same to the other party to permit that party to take any action required to maintain the patent right. No such transfer shall, however, affect the substantial rights of the parties under such patent right.

B. At any time I.G. may without regard to this agreement dispose of, or otherwise deal with, any of its patent rights and/or experience which do not at that time relate to the hydrocarbon field. If thereafter changes within the oil and/or natural gas industries cause the patent rights and/or experience so disposed of or dealt with to become related to said field, the rights of S.I.G. thereto under this agreement shall be subordinate to the rights of third parties acquired while said patent rights and/or experience did not relate to said field.

ARTICLE III.

GRANT OF STANDARD PATENT RIGHTS TO S.I.G.

Standard hereby agrees to assign to S.I.G. all of its own patent rights relating to the hydrogenation process outside of Germany, reserving a simple non-exclusive, non-transferable royalty free license for itself under its said patent rights.

ARTICLE IV.

PARTICIPATION IN S.I.G. LICENSING REVENUE

A. S.I.G. obligates itself for the period of this agreement not to engage in any business save that of granting licenses under or transferring interests in patent rights coming within the hydrocarbon field and assigned to it under this agreement

by Standard or I.G. S.I.G. proposes to issue licenses under the patent rights assigned to it under Article II and III hereof (including in such license the benefits of the experience of I.G. and Standard referred to in Art. X) to Standard and to others but only in consideration of substantial royalties payable to it and upon a fair and as nearly as may be, a uniform basis, having regard for the license (including experience) reserved by Standard under its own patent rights.

Licenses would probably be granted in one, or a combination of two or more, of the following three forms:

1. Unlimited paid-up licenses.
2. Limited paid-up licenses.
3. Straight operating royalty licenses.

Each license, whatever its form, would bear its proper relation to the others as regards consideration received.

Of all such royalty payments, including cash, free shares, or other consideration, received by S.I.G., 20 % will be paid, or assigned currently as received, to I.G., except that where a license is granted in which the consideration for the use of the patent rights relating to the hydrogenation process only is on the basis of a straight operating royalty alone, coming within one of the three following paragraphs:

- a. Based solely on oil (including all liquid material) charged and/or on some or all of the products obtained.

b. Based solely on some or all of the liquid products obtained from coal,

b. Based solely on any combination of a and b above, the compensation to I.G. for the use of said patent rights relating to the hydrogenation process shall be instead of the 20% above referred to, in case a, 2 ¢ per barrel on all liquid material charged to the process, irrespective of its origin or quality or of the products produced therefrom, and in case b, 3 ¢ per barrel on the entire amount of crude liquid products (paraffins included, gases and unconverted carbon and ash excluded) derived from the hydrogenation of coal, provided however, that I.G. shall not be entitled to the 2 ¢ per barrel on oil charged to a licensed oil treating process, if that oil has been produced from coal and the prescribed compensation of 3 ¢ per barrel has been paid to I.G. upon it. These payments of 2 ¢ and 3 ¢ respectively shall be made currently within sixty days after the accrual dates of the royalties as fixed by the licensee and shall continue for so long as any licensee through S.I.G. continues to hold his license on a straight operating royalty basis alone, regardless of whether the royalties provided in such license be greater or less than 5 times the said sums, and of whether said payments increase, decrease or become nil during the term of the license, provided that S.I.G. shall not be obligated to make any such payments after the expiration of this agreement, except as covered in Art. XVII.

S.I.G. agrees that in every case in which a license involving an operating royalty as the entire consideration or any part thereof, is granted under the patent rights relating to the hydrogenation process in conjunction with other patent rights relating to the hydrocarbon field, it will specify in the license the divisible part of the consideration that is to be paid for the use of the patent rights relating to the hydrogenation process. If such divisible part of the consideration is an operating royalty coming within paragraphs a, b, c, above, then I.G.'s share of such divisible part of the consideration shall be 2¢ per barrel or 3¢ per barrel as provided above. If such divisible part of the consideration is on a basis not coming within said paragraphs a, b, c, then I.G.'s share thereof shall be 20%. In all cases I.G.'s share of the part of the consideration for the use of patent rights relating to the hydrocarbon field but not to the hydrogenation process, shall be 20%.

The examples included in Schedule C annexed hereto illustrate the intended operation of this Article.

If within two years from the date of this agreement S.I.G. shall put into effect in the United States a mutualization plan for licensing the patent rights relating to the hydrogenation process, then the compensation in full to I.G. from S.I.G. for and on account of all licenses for the hydrogenation process issued under such

plan shall be 2¢ per barrel on all liquid material charged and 3¢ on all liquid products obtained from coal as above provided, instead of 20%. A mutualization plan of licensing shall be one in which the licensees themselves own the patent rights or the exclusive licensing rights thereunder.

D. All proceeds derived by S.I.G. from the patent rights assigned to it under this agreement shall be paid over in the following order of precedence:

- a) To I.G. the amounts provided in Par. A. hereof.
- b) To S.I.G. its expenses of carrying on business.
- c) To S.I.G. as compensation to it for carrying on the business, \$11,000. per annum or such portion thereof as remains in each year after the payment of a) and b)
- d) To Standard Oil Company of New Jersey the remainder.

ARTICLE V.

DEPARTURES FROM ARTICLES III AND IV.

Standard may refrain from making the assignment to S.I.G. as provided in Art. III and S.I.G. may depart from the proposed licensing plan of Art. IV so long as the result as far as the interests of I.G. are concerned, shall be the same as though the said assignment were made and the proposed plan followed and so long as the result contemplated by Arts. III and IV is effected. For example, S.I.G. may grant to another

corporation for a consideration, the patent rights for the hydrogenation process in the United States, and to a third corporation, for a consideration, the patent rights for the hydrogenation process outside of the United States. These corporations shall not be empowered to engage in manufacturing operations, and shall be obliged to conduct the licensing of the patent rights conveyed to them under conditions the same as those imposed upon S.I.G. under Art. IV-A hereof. S.I.G. shall not be obligated to account to I.G. for the considerations received for such grants but shall pay over the entire considerations so received to Standard Oil Company of New Jersey after deductions for its own account as provided in Art. IV-D, b & c. But S.I.G. shall be obligated to provide that I.G. receives on account of all royalty payments including cash, free shares or other considerations, received by said corporations from the licensees the compensation provided in Art. IV-A hereof to the same extent as if those licensees were licensed directly by S.I.G.

ARTICLE VI.

GENERAL LICENSING POLICY.

Standard and S.I.G. declare that it is their intention to license the patent rights relating to the hydrogenation process transferred by I.G. as well as those transferred by Standard, whether or not the same are assigned to S.I.G., generally in the U.S. They cannot as yet formulate any policy for licensing in countries outside of the U.S., but declare that in their present judgment the rights relating to oil should not be restricted in use to Standard or to any other single unit of the oil industry in any large proportion of the world outside of the United States.

ARTICLE VII.

STANDARD AND S. I. G. CONTINUATION

S. I. G.'S PRESENT NEGOTIATIONS WITH OTHERS.

A. I. G. has entered into negotiations on matters relating to the hydrogenation process with a French group and a French, Belgian, Luxembourgian group, which negotiations have the purpose of introducing the hydrogenation process into France, Belgium and Luxembourg. These negotiations look toward the licensing of the above groups under I. G.'s patent rights, the rendering of technical assistance by I. G., and the mutual exchange of experience. A running royalty on the finished products was mentioned as compensation for I. G. with an additional option on shares of the operating companies for I. G., or in the alternative, a reduction in the license rate to be paid for in shares.

B. I. G. has not entered as yet, into any agreement. However, there is a certain moral obligation on the part of I. G. to continue the negotiations. Standard and S. I. G. acknowledge this and agree to continue the negotiations in place of I. G. on the above basis without guaranteeing that a final contract shall result. In the event any contract is made the compensation from the aforesaid foreign groups would be payable to S. I. G., I. G. participating only as provided by the other Articles of this contract.

ARTICLE VIII.

GRANT OF STANDARD AND S. I. G.

TO I. G. AND CROSS LICENSING.

A. Standard and S. I. G. grant and agree to grant to I. G. simple non-exclusive licenses for Germany under their respective patent rights relating to the hydrocarbon field. These licenses shall be royalty free, but shall not be transferable.

B. Standard and S. I. G. grant and agree to grant to I. G. exclusive licenses (excluding also the licensors) for Germany under their patent rights relating to the hydrogenation process. These licenses shall be royalty free, but shall not be transferable.

C. Standard and S. I. G. grant and agree to grant to I. G. the right to grant licenses for Germany under their patent rights relating to the hydrogenation process to any licensee of I. G. who shall authorize I. G. to grant a simple non-exclusive, non-transferable, royalty-free license to Standard for the world outside of Germany under such licensee's patent rights relating to the hydrogenation process.

D. Standard and S. I. G. agree that they will endeavor to obtain from all licensees who through Standard and/or S. I. G. become licensed under the patent rights of Standard and/or I. G. coming within this agreement, licenses and rights to grant licenses under the patent rights of such licensees, for Germany, similar to those granted to I. G. by Standard and S. I. G. under paragraphs A, B and C of this Article.

ARTICLE IX

PURCHASED PATENT RIGHTS

All assignment and grants of patent rights which are herein made or agreed to be made by Standard or I.G. to S.I.G. are subject to the following provisions, in so far as they relate to patent rights hereafter purchased by Standard or I.G. from others:

If such patent rights are offered for purchase to Standard or I.G. the one to which the offer is made shall, if the matter appears to be important to the other, and it shall be practicable to do so, seek the cooperation of the other in making such purchase, with such fair distribution of the total expenses as may be then agreed upon. The refusal of the other to cooperate in and share the expense of any such acquisition shall release the acquired patent right in every way from the operation of this agreement, but the patent right may be brought under this agreement, to the extent that the acquiring party still holds the same, at any time upon payment by the other of its equitable share of the purchase price.

ARTICLE XI

EXCHANGE OF EXPERIENCE.

A. The parties agree to work together on the technical development of the hydrocarbon field, to communicate to each other during the life and within the scope of this agreement all technical knowledge and experience, past, present and future, patented and unpatented, of which the parties are now possessed or shall hereafter be possessed in the sense of having the power to dispose of them, and also to help each other in their efforts to obtain adequate patent protection.

B. Any party may pass to its licensees all benefits of this Article properly relating to such license, but no party shall be obligated to work with or to give to any licensee of another party any unpatented technical knowledge or experience except through the intermediacy of that other party.

C. I.G. specifically agrees that it will not (without the approval of the other parties hereto) give to anyone for use outside of Germany the benefit of any of its technical knowledge or experience relating to the hydrogenation process, provided, however, that with reference to its technical knowledge and experience which is applicable both to the hydrogenation process and to other processes, I.G. shall be free to give the benefit thereof to others, but only to the extent that it is applicable to such other processes.

ARTICLE XI.

INTERNATIONAL FREE TRADE.

Each party agrees that upon the request of the other it will waive such right as it may have to enforce its exclusive patent rights, or any of them, for processes in the hydrocarbon field, against products sold for export by the other or licensees of the other and imported into the territory, or any part thereof, which is covered by said exclusive patent rights.

ARTICLE XII.

ASSIGNMENT OF AGREEMENT.

Any party may assign the whole or any part of the rights and benefits accruing to it under this agreement, with or without assignment of those obligations which are not personal and inseparable from the businesses of the respective parties. Any assignment of obligations by one party shall, however, not be effective as regards the responsibility of the assigning party to the other parties in respect thereto.

ARTICLE XIII.

SUBSIDIARIES.

A. This agreement shall be binding upon and shall inure to the benefit of the parties hereto (and the successors of substantially their entire businesses, respectively) and all subsidiary corporations which are in effect the sole property of

any of the parties. Such subsidiaries shall be deemed for the purposes of this agreement only, to be one with the party to whom they are subsidiary.

B. Subsidiary corporations not in effect the sole proprietary of one of the parties, shall, as between the parties hereto, have the option of ratifying this agreement within three months of its date, or within three months after the subsidiary relationship is established, whichever is the later, and agreeing to consider themselves, for the purposes of this agreement, as one with the party to whom they are subsidiary, or of remaining strangers to the agreement in all respects.

C. "Subsidiaries" as used herein shall include corporations of which more than 50% of the voting rights is owned or controlled by one of the parties. A subsidiary of any subsidiary of a party shall be considered a subsidiary of the party, and the same shall be true of a subsidiary to any degree.

D. Each party shall advise the others of each ratification of this agreement by a subsidiary.

ARTICLE XIV.

DEFINITION OF GERMANY.

For the purposes of this agreement Germany shall mean all territory to which German patents now apply.

ARTICLE XV.

OBLIGATIONS AND GUARANTEE OF
STANDARD OIL CO. (N.J.)

The obligations of Standard Oil Co. (N.J.) hereunder, if and so long as it shall remain merely a holding company, are limited to causing its subsidiaries which are in effect its sole property, to carry out said obligations and Standard Oil Co. (N.J.) hereby guarantees the obligations of its said subsidiaries under this agreement, and it further guarantees the obligations of S.I.C. hereunder.

ARTICLE XVI.

TERMINATION OF OLD AGREEMENT.

As of the effective date of this agreement, a certain agreement between I.C. and the Standard Oil Company, a New Jersey corporation, dated September 27, 1937, is declared to be terminated.

ARTICLE XVII.

DURATION OF AGREEMENT.

A. This agreement shall be effective Nov. 2th, 1939, and shall remain in force until terminated by two years written notice served by any party upon the others but no such notice shall be served prior to December 31, 1945.

B. All patent rights, including licenses, (save those covered in paragraph D hereof), which are or may be assigned or granted by any party to another by or in accordance with this agreement shall continue to be held and enjoyed by the

party so acquiring them until the expiration of the respective patents, even though this Agreement shall have earlier terminated, but no party shall be obligated to give to any other any technical assistance or experience with relation to surviving patent rights after the expiration of this agreement.

C. Neither Standard nor S.I.G. shall be obligated to make any payments to I.G. except as covered in paragraph D hereof, after the termination of this agreement, save for and on account of licensing revenue coming within this agreement and accruing before its termination but actually paid after such termination, but I.G. shall continue to hold and enjoy its participation in any compensation paid or accruing before the termination of this agreement, even though such payment shall cover in part rights obtained by the licensee enduring beyond the term of this agreement.

D. Excepted from the provisions of paragraphs B and C of this Article, shall be patent rights of I.G. relating to the hydrocarbon field but not to the hydrogenation process and acquired by I.G. subsequent to December 31, 1941. These excepted patent rights may, before the expiration of this agreement, be licensed by S.I.G. to others for the full term of the patents in question, but S.I.G. shall be obligated to account to I.G. as provided in Art. IV hereof in respect to any revenues received from such licensee for the full term thereof, notwithstanding the same may extend beyond the life of this agreement.

E. Effective as of the date of termination of this agreement S.I.G. shall reassign to I.G. all patent rights coming within Paragraph D, subject to such licenses as may theretofore have been granted thereunder. As to such licenses, this re-assignment shall not affect the obligations of the licensee or the participation of the parties in the royalties to be paid.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized officers in the city of Jersey City, State of New Jersey.

I.G.FARBEI INDUSTRIE AKTIENGESELLSCHAFT

Signature _____

THE S. I. G. COMPANY

ATTEST:

Signature

Signature

Signature

By (signed) Frank A. Howard
Vice President
STANDARD OIL COMPANY (N.J.)

By Signature
PRESIDENT
STANDARD OIL COMPANY OF NEW JERSEY

By Signature
PRESIDENT

" A CERTIFIED TRUE COPY "

DOCUMENT NO. NI-10430
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Page 1 of the original)

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:
KNOW YE . That we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in case of STANDARD OIL COMPANY (N.J.)
et al, vs. JAMES E. MARKHAM, as Alien
Property Custodian, (Docket Number Civil
26-414) certain paper writings there, in
the words and figures following, to wit:

Plaintiff Exhibit #P-18, generally described to be:

Division of Fields Agreement 11-9-29.

(Page 2 of the original)

AGREEMENT made and entered into this 9th day of November 1939, by and between:

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, a German corporation, of Frankfurt am Main, Germany, hereinafter referred to as "I. G.", and

STANDARD OIL COMPANY, a corporation incorporated under the laws of the State of New Jersey, hereinafter referred to as "the Company".

WHEREAS I. G. and the Company are two of the four parties named in the agreement of even date herewith, a copy of which is annexed hereto, and the terms of which require close cooperation between I. G. and the Company, along technical lines; and

WHEREAS the Company recognizes the preferred position of I. G. in the industries known as chemical, and I. G. recognizes the preferred position of the Company in the industries known as oil and natural gas and

WHEREAS neither party has any plan or policy of so far expanding its existing business in the direction of the other party's industry as to become a serious competitor of that other party, but each recognizes that certain overlapping of activities will exist;

NOW, THEREFORE, with a view to preventing such overlap from becoming a source of mutual irritation and unwillingness to cooperate on technical lines as is required under said four-party agreement, the parties hereto have agreed that their policies shall be as follows:

Ja H
K

(Page 3 of the Original)

ARTICLE I.

NEW CHEMICAL DEVELOPMENTS
BY THE COMPANY,

If the Company shall desire to initiate anywhere in the world a new chemical development not closely related to its then business, it will offer to I.G. control of such new enterprise (including the patent rights thereto) on fair and reasonable terms.

EXAMPLES. a. A development not related at all to the production of artificial silk by present methods.

b. A development related but not closely related is the production of non-hydrocarbon solvents from natural gas.

ARTICLE II.

NEW CHEMICAL DEVELOPMENTS BY I.G.

1. If I.G. shall desire to initiate outside of Germany (as "Germany" is defined in Article XIV of said four-party agreement) a new chemical development which cannot be advantageously carried on except as a department of an oil or natural gas business, it will offer control thereof (including the patent rights thereto) to the Company on fair and reasonable terms.

EXAMPLES. a. The production of solvents, whether hydrocarbon or non-hydrocarbon, from olefines produced in refining oils.
b. The production of an anti-knock compound to the extent that the same

(page 4 of the original)

shall be sold to or through oil companies.

2. If I.G. shall desire to initiate outside of Germany (as "Germany" is defined in Article XIV of said four-party agreement) a new chemical development not covered by subparagraph 1 of this Article but related to the then business of the Company, as for example by use of natural gas or petroleum products, I.G. will offer to the Company a substantial but not controlling participation.

EXAMPLE. a The production of fixed nitrogen from natural gas.

b The production of acetylene from natural or refinery gas.

ARTICLE III.

DURATION OF THIS AGREEMENT.

This agreement shall continue in force throughout the duration of said four-party agreement and no longer.

ARTICLE IV.

SUBSIDIARIES.

This agreement shall be binding upon and inure to the benefit of the subsidiaries of the respective parties hereto as provided in Article XIII of said four-party agreement, to the same extent as if said Article were incorporated in this agreement, it being understood that no subsidiary corporation of the character referred to in paragraph B of said Article XIII shall have the privilege of ratifying either the four-party agreement or this agreement without also ratifying the other.

DOCUMENT NO. NI-10430 CONTINUED

(Page 5 of the original)

IN WITNESS THEREOF the parties have set their
hands and seals on the day and year first above mentioned

I. G. FARBEINDUSTRIE AKTIEN-
GESELLSCHAFT

By: SIGNATURE ?

STANDARD OIL COMPANY (N.J.)

Attest

M H Eames

Asst Secretary

By: W. C. Tenple

SIGNATURE

(Page 6 of the original)

AGREEMENT made and entered into this 9th day of November, 1939, by and between:

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, a German corporation, of Frankfurt am Main, Germany, hereinafter referred to as "I.G.",

THE S. I. G. COMPANY, a Delaware corporation, hereinafter referred to as "S. I. G.",

STANDARD OIL COMPANY, a corporation incorporated under the laws of the State of New Jersey, and

STANDARD OIL COMPANY OF NEW JERSEY, corporation incorporated under the laws of the State of Delaware; said last named two corporations being hereinafter referred to jointly as "Standard".

ARTICLE I.

DEFINITIONS.

A. Hydrocarbon Field:

Wherever the term hydrocarbon field is used in this agreement its meaning is:

The treatment of natural gas, crude petroleum, natural or manufactured bitumens, peats, shales, lignites, coals, other carbonaceous materials, and/or products made therefrom or contained therein to produce:

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1. These marketable major products which are now commonly produced in the oil and natural gas industries. The marketable major products here referred to are, for the purposes of the agreement, the following:

- (1) Crude petroleum
- (2) Hydrocarbon gases consisting principally of methane and/or its homologues
- (3) Gas black
- (4) Intermediate hydrocarbon mixtures forming the class known as naphthas
- (5) Gasoline
- (6) Kerosene
- (7) Gas oil
- (8) Fuel oil
- (9) Lubricating oil
- (10) Paraffinewax
- (11) Highly purified viscominvolatile hydrocarbon oils
- (12) Saturants, binders and road oils
- (13) Roofing and paving asphalts
- (14) Petroleum greases and petrolatum
- (15) Sulphuric acid hydrocarbon sludges
- (16) Petroleum coke.

2. These marketable major products which shall hereafter be commonly produced in the oil and natural gas industries and shall be of a commercial importance corresponding to the present commercial importance of a present major product as listed in subparagraph 1.

3. Other products which, though different in chemical structure from said major products of subparagraph 1 and 2, have the same properties to a degree which permits their use for the same purpose or purposes; but to produce said other products only to the extent that they are used for such purpose or purposes.

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EXAMPLE:-- Accordingly, processes for the production of aromatic hydrocarbons and methanol come within the field so far as these products are used as anti-knock substances or as motor fuel. They do not come within the field when intended for use as raw materials for dyestuffs and explosives in the case of the aromatic hydrocarbons, or as solvents in the case of methanol.)

The parties recognize that the above field definition may not be adequate to cover all situations which may arise. For example, certain products now or hereafter produced may present border-line cases, and a single process may produce products falling both within and without the field. With respect to all such situations in which any party shall feel that said field definition does not adequately determine the rights of the parties, the parties agree to enter into negotiations to the end of reaching an agreement which is equitable in the light of the spirit of the present agreement.

3. Hydrogenation process.

Wherever the term hydrogenation process is used in this agreement its meaning is:

Any process coming within the hydrocarbon field which is carried out by or in the presence of added hydrogen or hydrogen carriers, with or without catalysts, to a degree or extent

(Page 9 of the original)

or in a manner to secure definitely determinable hydrogenation or which is used in conjunction with the hydrogenation step for the preparation of raw materials for hydrogenation, including hydrogen, or for the separation and refining of the products produced by the hydrogenation step itself. Accordingly, the term hydrogenation process denotes a specific class of processes lying within the hydrocarbon field.

6. Patent Rights:

Wherever the term patent rights is used in this agreement its meaning is:

Patents, applications for patents, divisions, renewals, reissues and extensions of patents and applications and transferable interests in any of the foregoing. Every reference herein to the patent rights of a party hereto is intended to comprise those of which the party has now or shall have hereafter during the term of this agreement the ownership or control in the sense of having the power to dispose of them or grant licenses thereunder, in so far as it is not precluded from so doing or bound to account to others for so doing by contracts with others in force on the date of execution of this agreement, nor shall a party be deemed to have ownership or control of a patent right because such patent right is owned or controlled by a corporation which is not in effect the sole property of that party. In the case of patent rights originating with a party or through invention of its employees, the date of acquisition shall be assumed to be the date

(Page 10 of the original)

of the first application for patent thereon. In the case of other patent rights it shall be the actual date on which the party obtains control of such patent rights.

The expression patent rights relating to the hydrocarbon field (or to the hydrogenation process) shall include both

- (a) those patent rights which relate wholly or principally to that field (or that process) and
 - (b) those which are useful in that field (or that process) and are also useful to a substantial degree in other fields (or other processes).
- but in the latter case (b) only in so far as they are useful in that field (or that process).

ARTICLE II.

CHART OF I.G. PATENT RIGHTS TO S.I.C.

1. I.G. hereby assigns and agrees to assign to S.I.C. all of its patent rights outside of Germany which relate wholly or principally to the hydrocarbon field. This assignment shall be subject to an exclusive license (excluding also S.I.C.) and right to license others, reserved by I.G., under said patent rights, for all purposes outside of said field. The reserved exclusive license and right to license others shall be royalty free, shall run for the life of the patents in question, and

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shall be freely transferable by I.G. I.G.'s patent rights assigned by this paragraph include the patents and applications for patent listed in Schedule A annexed hereto, it being understood that the omission from said Schedule of any patent rights owned by I.G. and coming within the scope of said assignment shall not exclude them from the assignment. The prosecution of all patent applications, present and future assigned to S.I.G. under this paragraph shall be under the direction and at the expense of S.I.G. I.G. agrees to assist in such prosecution as requested by S.I.G., the reasonable cost of such assistance to be paid for by S.I.G.

B. Under I.G.'s patent rights outside of Germany which are useful in the hydrocarbon field, but are also useful to a substantial degree in other fields, I.G. grants and agrees to grant to S.I.G. an exclusive license (excluding also I.G.) and right to license others, but only in so far as they are useful in the hydrocarbon field. This exclusive license and right to license others shall be royalty free, shall run for the life of the patents in question, and shall be freely transferable.

I.G.'s patent rights under which a license is granted by this paragraph include the patents and applications for patent listed in Schedule B annexed hereto, it being understood that the omission from said Schedule of any patent rights owned by I.G. and coming within the scope of said license grant shall not

(Page 12 of the original)

exclude them from the grant. The prosecution of all patent applications, present and future, under which a license is granted to S.I.G. by this paragraph shall be under the direction and at the expense of I.G. S.I.G. agrees to assist in such prosecution, as requested by I.G., the reasonable cost of such assistance to be paid for by I.G.

C. I. G. warrants its title to the patent rights listed in the annexed Schedules A. and B, and warrants that there are no outstanding rights or licenses thereunder within the hydrocarbon field. The limit of liability of I.G. under this warranty shall be the consideration paid and payable by S.I.G. to I.G. for said patent rights, as provided in Art. IV hereof. No warranty as to the validity of any patent rights transferred under this agreement is given by I.G.

D. The party holding title to any patent right coming under Paragraphs A or B of this Article shall have the first responsibility for protecting such right including the payment of all taxes thereon and each party shall keep the other informed of the status of each such right. If either party shall desire to abandon or permit to forfeit or lapse any patent right within his control, he shall first offer to transfer the control of same to the other party to permit that party to take any action required to maintain the patent right. No such transfer shall, however, affect the substantial rights of the parties under such patent right.

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e. At any time I.G. may without regard to this agreement dispose of, or otherwise deal with, any of its patent rights and/or experience which do not at that time relate to the hydrocarbon field. If thereafter changes within the oil and/or natural gas industries cause the patent rights and/or experience so disposed of or dealt with to become related to said field, the rights of S.I.G., thereto under this agreement shall be subordinate to the rights of third parties acquired while said patent rights and/or experience did not relate to said field.

ARTICLE III.

GRANT OF STANDARD PATENT RIGHTS TO S.I.G.

Standard hereby agrees to assign to S.I.G. all of its own patent rights relating to the hydrogenation process outside of Germany, reserving a simple non-exclusive, non-transferable royalty free license for itself under its said patent rights.

ARTICLE IV.

PARTICIPATION IN S.I.G. LICENSING REVENUE

A. S.I.G. obligates itself for the period of this agreement not to engage in any business save that of granting licenses under or transferring interests in patent rights coming within the hydrocarbon field and assigned to it under this agreement

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by Standard or I.G. S.I.G. proposes to issue licenses under the patent rights assigned to it under Article II and III hereof (including in such licenses the benefits of the experience of I/G/ and Standard referred to in Art. X) to Standard and to others but only in consideration of substantial royalties payable to it and upon a fair and as nearly as may be, a uniform basis, having regard for the license (including experience) reserved by Standard under its own patent rights.

Licenses would probably be granted in one, or a combination of two or more, of the following three forms:

1. Unlimited paid-up licenses.
2. Limited paid-up licenses.
3. Straight operating royalty licenses.

Each license, whatever its form, would bear its proper relation to the others as regards consideration received.

Of all such royalty payments, including each, free shares, or other consideration, received by S.I.G., 20% will be paid or assigned currently as received to I.G., except that where a license is granted in which the consideration for the use of the patent rights relating to the hydrogenation process only is on the basis of a straight operating royalty alone, coming within one of the three following paragraphs:

- a. Based solely on oil (including all liquid material) charged and/or on some or all of the products obtained.

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b. Based solely on some or all of the liquid products obtained from coal.

c. Based solely on any combination of a and b above, the compensation to I.G. for the use of said patent rights relating to the hydrogenation process shall be instead of the 20% above referred to, in case a, 2 ¢ per barrel on all liquid material charged to the process, irrespective of its origin or quality or of the products produced therefrom, and in case b, 3 ¢ per barrel on the entire amount of crude liquid products (paraffine included, gases and unconverted carbon and each excluded) derived from the hydrogenation of coal, provided however, that I.G. shall not be entitled to the 2 ¢ per barrel on oil charged to a licensed oil treating process, if that oil has been produced from coal and the prescribed compensation of 3 ¢ per barrel has been paid to I.G. upon it. These payments of 2 ¢ and 3 ¢ respectively shall be made currently within sixty days after the accrual dates of the royalties as fixed by the licenses and shall continue for so long as any licenses through S.I.G. continues to hold his license on a straight operating royalty basis alone, regardless of whether the royalties provided in such license be greater or less than 5 times the said sum, and of whether said payments increase, decrease or become nil during the term of the license, provided that S.I.G. shall not be obligated to make any such payments after the expiration of this agreement, except as covered in Art. XVII.

S.I.G. agrees that in every case in which a license involving an operating royalty as the entire consideration or any part thereof, is granted under the patent rights relating to the hydrogenation process in conjunction with other patent rights relating to the hydrocarbon field, it will specify in the license the divisible part of the consideration that is to be paid for the use of the patent rights relating to the hydrogenation process. If such divisible part of the consideration is an operating royalty coming within paragraphs a, b, c, above, then I.G.'s share of such divisible part of the consideration shall be 2 ¢ per barrel or 3 ¢ per barrel as provided above. If such divisible part of the consideration is on a basis not coming within said paragraph a, b, c, then I.G.'s share thereof shall be 20%. In all cases I.G.'s share of the part of the consideration for the use of patent rights relating to the hydrocarbon field but not to the hydrogenation process, shall be 20%.

The examples included in Schedule C annexed hereto illustrate the intended operation of this Article.

If within two year from the date of this agreement S.I.G. shall put into effect in the United States a mutualization plan for licensing the patent rights relating to the hydrogenation process only, then the compensation in full to I.G. from S.I.G. for and on account of all licenses issued under such

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plan shall be 2 ¢ per barrel on all liquid material charged and 3 ¢ on all liquid products obtained from coal as above provided, instead of 20%. A mutualization plan of licensing shall be one in which the licensees themselves own the patent rights or the exclusive licensing rights thereunder.

B. All proceeds derived by S.I.G. from the patent rights assigned to it under this agreement shall be paid over in the following order of precedence:

- a) To I.G. the amounts provided in Par. A hereof.
- b) To S.I.G. its expenses of carrying on business.
- c) To S.I.G. as compensation to it for carrying on the business, \$11,000, per annum or such portion thereof as remains in each year after the payment of a) and b).
- d) To Standard, the remainder.

ARTICLE V.

DEPARTURES FROM ARTICLES III and IV.

Standard may refrain from making the assignment to S.I.G. as provided in Art. III and S.I.G. may depart from the proposed licensing plan of Art. IV so long as the result as far as the interests of I.G. are concerned, shall be the same as though the said assignment were made and the proposed plan followed and so long as the result contemplated by Arts. III and IV is effected. For example, S.I.G. may grant to another

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corporation for a consideration, the patent rights for the hydrogenation process in the United States, and to a third corporation, for a consideration, the patent rights for the hydrogenation process outside of the United States. These corporations shall not be uncovered to engage in manufacturing operations, and shall be obliged to conduct the licensing of the patent rights conveyed to them under conditions the same as those imposed upon S.I.G. under Art. IV-A hereof. S.I.G. shall not be obligated to account to I.G. for the considerations received for such grants, but shall pay over the entire considerations so received to Standard after deductions for its own account as provided in Art. IV-B, b. c.

But S.I.G. shall be obligated to provide that I.G. receives on account of all royalty payments including cash, free shares or other consideration, received by said corporations from the licensees the compensation provided in Art. IV-A thereof to the same extent as if those licensees were licensed directly by S.I.G.

ARTICLE VI.

GENERAL PROCEEDING POLICY.

Standard and S.I.G. declare that it's their intention to license the patent rights relating to the hydrogenation process transferred by I.G. as well as those transferred by Standard, whether or not the same are assigned to S.I.G. generally in the U.S. They cannot as yet formulate any policy for licensing in countries outside of the U.S., but declare that in their present judgment the rights relating to oil should not be restricted in use to Standard or to any other single unit of the oil industry in any large proportion of the world outside of the United States.

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ARTICLE VII.

STANDARD AND S.I.G. CONTINUATION
OF I.G.'S PRESENT NEGOTIATIONS WITH OTHERS.

A. I.G. has entered into negotiations on matters relating to the hydrogenation process with a French group and a French, Belgian, Luxembourgian group, which negotiations have the purpose of introducing the hydrogenation process into France, Belgium and Luxembourg. These negotiations look toward the licensing of the above groups under I.G.'s patent rights, the rendering of technical assistance by I.G. and the mutual exchange of experience. A running royalty on the finished products was mentioned as compensation for I.G. with an additional option on shares of the operating companies for I.G. or in the alternative, a reduction in the license rate to be paid for in shares.

B. I.G. has not entered as yet, into any agreement. However, there is a certain moral obligation on the part of I.G. to continue the negotiations. Standard and S.I.G. acknowledge this and agree to continue the negotiations in place of I.G. on the above basis without guaranteeing that a final contract shall result. In the event any contract is made the compensation from the aforesaid foreign groups would be payable to S.I.G., I.G. participating only as provided by the other Articles of this contract.

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ARTICLE VIII.

GRANT OF STANDARD AND S.I.G.
TO I.G. AND OTHER LEGATIONS

A. Standard and S.I.G. grant and agree to grant to I.G. simple non-exclusive licenses for Germany under their respective patent rights relating to the hydrocarbon field. These licenses shall be royalty free, but shall be transferable.

B. Standard and S.I.G. grant and agree to grant to I.G. exclusive licenses (concluding also the licenses) for Germany under their patent rights relating to the hydrogenation process. These licenses shall be royalty free, but shall be transferable.

C. Standard and S.I.G. grant and agree to grant to I.G. the right to grant licenses for Germany under their patent rights relating to the hydrogenation process to any licenses of I.G. who shall authorize I.G. to grant a simple non-exclusive, non-transferable, royalty-free license to Standard for the world outside of Germany under such licenses patent rights relating to the hydrogenation process.

D. Standard and S.I.G. agree that they will endeavor to obtain from all licenses who through Standard and/or S.I.G. become licensed under the patent rights of Standard and/or I.G. coming within this agreement, licenses and rights to grant licenses under the patent rights of such licenses, for Germany, simpler to those granted to I.G. by Standard and S.I.G., under paragraphs A, B, and C of this article.

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ARTICLE IX.

PURCHASED PATENT RIGHTS

All assignments and grants of patent rights which are herein made or agreed to be made by Standard or I.G. to S.I.G. are subject to the following provisions, in so far as they relate to patent rights hereafter purchased by Standard or I.G. from others:

If such patent rights are offered for purchase to Standard or I.G. the one to which the offer is made shall, if the matter appears to be important to the other, and it shall be practicable to do so, seek the cooperation of the other in making such purchase, with such fair distribution of the total expense as may be then agreed upon. The refusal of the other to cooperate in and share the expense of any such acquisition shall release the acquired patent right in every way from the operation of this agreement, but the patent right may be brought under this agreement, to the extent that the acquiring party still holds the same, at any time upon payment by the other of its equitable share of the purchase price.

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ARTICLE X:

EXCHANGE OF EXPERIENCE.

A. The parties agree to work together on the technical development of the hydrocarbon field, to communicate to each other during the life and within the scope of this agreement all technical knowledge and experience, past, present and future, patented and unpatented, of which the parties are now possessed or shall hereafter be possessed in the sense of having the power to dispose of them, and also to help each other in their efforts to obtain adequate patent protection.

B. Any party may pass to its licensees all benefits of this Article properly relating to such license, but no party shall be obligated to work with or to give to any licensee of another party any unpatented technical knowledge or experience except through the intermediacy of that other party.

C. I.G. specifically agrees that it will not (without the approval of the other parties hereto) give to anyone for use outside of Germany the benefit of any of its technical knowledge or experience relating to the hydrogenation process, provided, however, that with reference to its technical knowledge and experience which is applicable both to the hydrogenation process and to other processes, I.G. shall be free to give the benefit thereof to others, but only to the extent that it is applicable to such other processes.

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ARTICLE XI.

INTERCOUNTRY FREE TRADE.

Such party agrees that upon the request of the other it will waive such right as it may have to enforce its exclusive patent rights, or any of them, for processes in the hydrocarbon field, against products sold for export by the other or licensees of the other and imported into the territory, or any part thereof, which is covered by said exclusive patent rights.

ARTICLE XII.

ASSIGNMENT OF AGREEMENT.

Any party may assign the whole or any part of the rights and benefits accruing to it under this agreement, with or without assignment of those obligations which are not personal and inseparable from the businesses of the respective parties. Any assignment of obligations by one party shall, however, not be effective as regards the responsibility of the assigning party to the other parties in respect thereto.

ARTICLE XIII.

SUBSIDIARIES.

A. This agreement shall be binding upon and shall inure to the benefit of the parties hereto (and the successors of substantially their entire businesses, respectively) and all subsidiary corporations which are in effect the sole property of

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any of the parties. Such subsidiaries shall be deemed for the purposes of this agreement only, to be one with the party to whom they are subsidiary.

3. Subsidiary corporations not in effect the sole pre-party of one of the parties, shall, as between the parties hereto, have the option of ratifying this agreement within three months of its date, or within three months after the subsidiary relationship is established, whichever is the later, and agreeing to consider themselves, for the purposes of this agreement, as one with the party to whom they are subsidiary, or of remaining strangers to the agreement in all respects.

C. "Subsidiaries" as used herein shall include corporations of which more than 80% of the voting rights is owned or controlled by one of the parties. A subsidiary of any subsidiary of a party shall be considered a subsidiary of the party, and the same shall be true of a subsidiary to any degree.

D. Each party shall advise the others of each ratification of this agreement by a subsidiary.

ARTICLE XIV.

DEFINITION OF GERMANY.

For the purposes of this agreement Germany shall mean all territory to which German patents now apply.

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ARTICLE XV.

OBLIGATIONS AND GUARANTEES OF
STANDARD OIL Co. (N.J.)

The obligations of Standard Oil Co. (N.J.) hereunder, in and so long as it shall remain solely a holding company, are limited to causing its subsidiaries which are in effect its sole property, to carry out said obligations and Standard Oil Co. (N.J.) hereby guarantees the obligations of its said subsidiaries under this agreement, and it further guarantees the obligations of S.I.G. hereunder.

ARTICLE XVI.

TERMINATION OF OLD AGREEMENT.

As of the effective date of this agreement, a certain agreement between I. G. and the Standard Oil Company, a New Jersey corporation, dated September 27, 1927, is declared to be terminated.

ARTICLE XVII.

FUNCTION OF AGREEMENT.

A. This agreement shall be effective November 9th, 1929 and shall remain in force until terminated by two years written notice served by any party upon the others but no such notice shall be served prior to December 31, 1945.

B. All patent rights, including licenses, (save those covered in paragraph 9 hereof), which are or may be assigned or granted by any party to another by or in accordance with this agreement shall continue to be held and enjoyed by the

(Page 26 of original)

party as acquiring them until the expiration of the respective patents, even though this Agreement shall have earlier terminated, but no party shall be obligated to give to any other any technical assistance or experience with relation to surviving patent rights after the expiration of this agreement.

C. Neither Standard nor S.I.G. shall be obligated to make any payments to I. G. except as covered in paragraph B hereof, after the termination of this agreement, save for and on account of licensing revenue coming within this agreement and accruing before its termination but actually paid after such termination, but I. G. shall continue to hold and enjoy its participation in any compensation paid or accruing before the termination of this agreement, even though such payment shall cover in part rights obtained by the licenses enduring beyond the term of this agreement.

D. Excepted from the provisions of paragraphs B and C of this Article, shall be patent rights of I. G. relating to the hydrocarbon field but not to the hydrometation process and acquired by I. G. subsequent to December 31, 1941. These excepted patent rights may, before the expiration of this agreement, be licensed by S.I.G. to others for the full term of the patents in question, but S.I.G. shall be obligated to account to I. G. as provided in Art. IV hereof in respect to any revenues received from such licenses for the full term thereof, notwithstanding the same may extend beyond the life of this agreement.

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E. Effective as of the date of termination of this agreement S.I.G. shall reassign to I.G. all patent rights coming within Paragraph D, subject to such licenses as may theretofore have been granted thereunder. As to such licenses, this re-assignment shall not effect the obligations of the licenses or the participation of the parties in the royalties to be paid.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized officers in the city of Jersey City, State of New Jersey.

I. G. FASCHENDRUS "FIE" AKTIEGESELLSCHAFT

THE S. I. G. COMPANY

By _____

STANDARD OIL COMPANY (N.J.)

By _____

STANDARD OIL COMPANY OF NEW JERSEY

By _____

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All of which we have caused by these presence to be exemplified, and the Seal of the said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COXE
Judge of the District Court of the United States for the
Southern District of New York, in the Southern District of
New York, this 14th day of June, in the year of our Lord one
thousand one hundred and forty-seven and of our Independence
(stamp) the one hundred and seventy-first.

(signed)
William V. Connell

Clerk.

UNITED STATES OF AMERICA.

SS:
SOUTHERN DISTRICT OF NEW YORK

I, ALFRED C. COXE, one of the Judges of the District Court of the
United States for the Southern District of New York, do hereby certify,
that William V. CONNELL, whose name is subscribed to the preceding
exemplification, in the Clerk of the said District Court, duly
appointed and sworn, and that full faith and credit are due to his
official acts. I further certify that the Seal affixed to the said
exemplification is the Seal of the said District Court, and that
the attestation thereof is in due form of law.

Dated, New York, June 14th, 1947.

(signed)
Alfred C. Cox
United States District Judge.

UNITED STATES OF AMERICA.

SS:
SOUTHERN DISTRICT OF NEW YORK.

WILLIAM V. CONNELL, Clerk of the District Court of the United States
for the Southern District New York, do hereby certify, that
Honorable ALFRED C. COXE whose name is subscribed to the preceding
certificate, is one of the Judges of the District Court of the
United States for the Southern District of New York duly appointed
and sworn, and that the signature of said Judge to said
Certificate is genuine

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
the Seal of the said Court, at the City of New York, in the
Southern District of New York, this 14th day of June 1947.

(stamp) (signed) William V. Connell
Clerk.

" A CERTIFIED TRUE COPY "

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- E N D -

THE PRESIDENT OF THE UNITED STATES OF AMERICA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in the case of STANDARD OIL COMPANY (N.J.)
et al, vs. JAMES B. MURPHY as Alien
Property Custodian, (Docket Number Civil
26-414) certain papers writing there, in
the words and figures following, to wit:

Plaintiff Exhibit #P-18, generally described to be:

Letter of Intention 11-9-29

(Page 2 of original)

25 BROADWAY
NEW YORK

November 9th, 1929.

W.C. TEAGLE

I. G. Farbenindustrie A. G., Frankfurt A/Main, Germany, c/o
Dr. Hermann Schmitz and Dr. August Von Kierien,
Savoy-Plaza Hotel,
New York City.

Gentlemen:

Referring to the series of agreements dated November 9th, 1929, to which we are parties, we wish to state that it is our understanding that the discussions of the parties in connection with the negotiations of these agreements have shown that each party proposes to hold itself willing to take care of any future eventualities in a spirit of mutual helpfulness, particularly along the following lines:

In the event the performance of these agreements or of any material provisions thereof by either party should be hereafter restrained or prevented by operation of any existing or future law, or the beneficial interest of either party be alienated to a substantial degree by operation of law or governmental authority, the parties should enter into new negotiations in the spirit of the present agreements and endeavor to adapt their relations to the changed conditions which have so arisen.

Further, in the event the interest of either party should suffer from some cause which might be rectified by the change of the form of the agreements, while preserving their substance and the interest and obligations of the parties in the subject matter thereof, the parties should, and will, endeavor to revise the form

(Page 2 of original, cont'd)

of the agreements in such particulars as may be necessary to overcome the difficulty encountered.

Both parties agree that in the event of an attack by a third party brought against either of them directly or indirectly, in attempted derogation of the title to patent rights transferred hereunder, they will cooperate loyally in defense of such attack.

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This letter is intended to take a record of the discussions of the foregoing subjects and of the understanding which we have of the position and intentions of the parties and of the spirit in which the parties have agreed they will approach and endeavor to carry through the readjustment of their contractual relations if such readjustment is necessary for the protection of the interests of one party and does not diminish the effective rights or interests of the other party, as fixed by the original agreements.

Yours very truly
STANDARD OIL COMPANY (NEW JERSEY)
By Signature: W.C. Coughlin
President

RECEIVED

NOV. 22 9th 1929

I.C. FARM AND INDUSTRIAL CO.

Signature: illegible

(page 4 of original, cont ' d)

- 3d Sheet Form 115-4

All of which we have caused by these presents to be exemplified,
and the Seal of the Said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COKE Judge of the
District Court of the United States for the Southern
District of New York, at the City of New York, in
the Southern District of New York, this 14 th day of
June in the year of our Lord one thousand nine hundred
and forty-seven and of our Independence the one hundred
and seventy-first.

Seal

s./ WILLIAM V. CONNELL

Clerk.

UNITED STATES OF AMERICA

SS

SOUTHERN DISTRICT OF NEW YORK

I, ALFRED C COKE, one of the Judges of the District Court of the
United States for the Southern District of New York, do hereby certify,
that WILLIAM V. CONNELL, whose name is subscribed to the preceding
exemplification, is the Clerk of the said District Court, duly
appointed and sworn, and that full faith and credit are due to his
official acts. I further certify that the Seal affixed to the said
exemplification is the Seal of the said District Court, and that the
attestation thereof is in due form of law.

Dated, New York, June 14 th, 1947

s./ALFRED C. COKE

United States District Judge.

UNITED STATES OF AMERICA

SS:

Southern District of New York,

I, WILLIAM V. CONNELL, Clerk of the District Court of the United
States for the Southern District New York, do hereby certify, that
Honorable ALFRED C. COKE, whose name is subscribed to the preceding
certificate, is one of the Judges of the District Court of
the United States for the Southern District of New York,
duly appointed and sworn, and that the signature of said
Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the Seal of the said Court, at the City of New York,
in the Southern District of New York, this 14 th day of
June 1947.

s./WILLIAM V. CONNELL

Seal "A. CERTIFIED TRUE COPY"

- 4 - END

Clerk.

DOCUMENT NO. NI-10433

OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in the case of STANDARD OIL COMPANY (N.J.)
et al, vs. JAMES B. HANSEN, an Alien
Property Custodian, (Docket Number Civil
26-414) certain paper writings there, in
the words and figures following, to wit:

Plaintiff Exhibit # P-38, generally described to be:
Inaco Agreement 9-30-30.

(Page 2 of original)

AGREEMENT

between

I.G. FARBENINDUSTRIE AKTIONSGESELLSCHAFT
and

STANDARD OIL DEVELOPMENT COMPANY

The parties to this agreement are I.G.

Farbenindustrie Aktiengesellschaft, a German corporation,
hereinafter called I.G., and Standard Oil Development
Company, a corporation of Delaware, hereinafter called
STANDARD.

Wherever the term "new chemical process" is used
in this agreement it means a process which comes within
all of the following limitations:

A. It shall employ as starting material crude
petroleum, natural bitumen or natural gas or products
made therefrom, to the extent only that they are made
therefrom, and it shall be complete in the sense that
it produces a marketable product. Wherever the pro-
duction of further products from the first marketable
product obtained shall be a natural and logical
development of the production of the first marketable
product rather than an incident to the existing business
of the parties, the production of such further products,
shall be likewise included subject always to the limitations
B, C and D.

(page 3 of original)

B. It shall be a chemical process of a nature different from the separation and refining of petroleum and natural gas.

C. It shall be a process not coming within a certain four-party agreement of November 9th, 1929, to which I.G. and Standard Company (New Jersey) are parties.

D. It shall not have been commercially used by either party prior to the date of this agreement.

It is the desire and intention of the parties to develop and exploit their gas chemical processes jointly on a basis of equality (50-50) and they therefore obligate themselves to proceed as follows:

ARTICLE I.

There shall be organized immediately under the laws of a State of the United States a corporation hereinafter called the JOINT COMPANY. The initial cash capital of the JOINT COMPANY shall be \$ 800,000, which shall be raised by the sale of its common stock to the parties in equal amounts at the same price. The capital investment and the number of employees of the JOINT COMPANY will be held to the minimum limits compatible with the proper conduct of its business especially by

(page 4 of original)

the following procedure: The operations of the JOINT COMPANY will be confined as nearly as practicable to the investigation,

(page 4 of original continued)

testing, development and licensing of new chemical processes brought to it by the parties. The procedure in each case is to be determined only as the case arises but commercial use by the JOINT COMPANY itself of the new chemical processes brought to it will be in the main confined to the initial or temporary operations required to demonstrate the process. Larger scale permanent operations are expected to be carried on by licensing the process to established manufacturers able to employ it, or by forming new companies in which the parties and/or the JOINT COMPANY will become interested.

Technical employees, executives and specialists in the employ of the parties will be assigned to perform services connected with the work of the JOINT COMPANY while remaining employees of the parties respectively, and the JOINT COMPANY will reimburse the party in question for the reasonable cost to it of the services so rendered. Technical employees of the parties performing services for the JOINT COMPANY will in all cases be bound by contract to assign their inventions to their respective employers to the end that such inventions may be brought within this agreement, to the extent to which they come within its terms, by the employer. The JOINT

(page 5 of original)

COMPANY will buy or lease the required land and erect and own the equipment used in its operations. By agreement of the parties wherever it is convenient and economically desirable to do so one of the parties may arrange for the

(page 5 of original continued)

conduct of the operations of the JOINT COMPANY, for its account, and at cost, by the party or a subsidiary which is in an advantageous position to carry on such work.

For the purpose of carrying on the first operations of the JOINT COMPANY it is contemplated that the most favorable location will be a site within the Baton Rouge refinery. It is also contemplated that these first operations will require extensive and important interconnections with other operations carried on in this refinery, and the frequent use of laboratory and other equipment located outside of the site of the JOINT COMPANY operations.

For the above reasons it is deemed desirable that the operations of the JOINT COMPANY which are immediately contemplated shall be carried on under the financial and technical direction of the JOINT COMPANY by STANDARD, the latter arranging for the construction and operation of the equipment wanted by the JOINT COMPANY

(page 6 of original)

with the Standard Oil Company of Louisiana. Accordingly, the procedure will be for the JOINT COMPANY to request STANDARD to cause to be erected on the agreed upon site at Baton Rouge such equipment as the JOINT COMPANY shall require. The JOINT COMPANY will resume entire control of and responsibility for the designs and specifications of such equipment, and complete financial and technical supervision over the purchase, fabrication, erection and operation thereof and the sale for

(page 6 of original continued)

its account of products made. These functions it will exercise through its administrative officers and through technical representatives detailed by the parties to Baton Rouge for that purpose. The actual operations and purchase, fabrication and erection will, however, be carried on by Standard Oil Company of Louisiana, and the title to the equipment will be in that Company. The JOINT COMPANY will reimburse STANDARD currently for all expenditures either for equipment or operations made by Standard Oil Company of Louisiana under the direction of STANDARD, but under directions of the JOINT COMPANY such equipment will be at any time sold or otherwise disposed of and the net proceeds of such disposition paid to the JOINT COMPANY.

(page 7 of original)

The representatives of the parties shall agree upon the accounting practice to be used by Standard Oil Company of Louisiana in arriving at the cost of services, operations and equipment which the JOINT COMPANY is obligated to pay for. It is understood that in arriving at such cost there shall be no interest charge on account of equipment used. Electric energy and similar services shall be charged at average cost so long as the quantities required do not cause Standard Oil Company of Louisiana to exceed the limitations of existing facilities or the minimum rate clauses of existing contracts

(page 7 of original continued)

such as the Louisiana Steam Products contract of October 15, 1939. For quantities in excess of such accounts the cost charged shall be the actual cost of providing or supplying the excess quantity.

ARTICLE II.

As soon as either party shall have developed a new chemical process which it is then free to assign to the JOINT COMPANY under the provisions of Article III hereof, it shall acquaint the other party with all technical and commercial details thereof and give

(page 8 of original)

the other party an option, exercisable within four months, to elect whether the process in question shall be further investigated, tested and developed by the JOINT COMPANY. If within the said four months the other party shall elect not to request that the process be so investigated, tested and developed by the JOINT COMPANY, then the process in question shall be thereafter free of the operation of this agreement. If within the said four months the other party so requests, the JOINT COMPANY shall undertake the investigation, testing and further development of the process, and the originating party in the first instance and the other party as well to the extent possible for it, shall be bound to assist the JOINT COMPANY in all ways in such work, and especially by providing technical and trade information and experienced

(page 8 of original continued)

technical experts for carrying on the work.

ARTICLE III.

If and when the investigation, testing and further development of any new chemical process by the JOINT COMPANY shall have proceeded to the extent that commercial exploitation is in order, the parties shall grant to the JOINT COMPANY suitable exclusive licenses or licensing rights (excluding also the grantor) under their existing and future patent rights,

(page 9 of original)

including experience, for the world outside of Germany, to the extent they are not precluded from so doing by contracts with others in force on the date of such grant.

The parties will endeavor to keep one another advised as to any contracts they may have or enter into which may directly, definitely, and for a long term, preclude them from assigning any patent rights to the JOINT COMPANY as herein provided, and to the extent to which either party is precluded from so assigning, to that same extent the other party shall be free from the obligations of this Article.

It is understood that under the terms of the preceding paragraphs it remains possible for each party to enter into agreements with others which may bear upon or even include

(page 9 of original continued)

directly processes which must be later offered to the JOINT COMPANY or which are at the time actually under investigation, testing and development by the JOINT COMPANY. This freedom is deemed necessary to the conduct of the regular businesses of the parties and is desirable for the purposes of this agreement in that it permits of the maximum latitude of technical cooperation and enlarges the opportunities of the JOINT COMPANY. The parties will, however, be governed

(page 10 of original)

by their intention to accomplish the purpose of this agreement in exercising the freedom of action which they have under the preceding paragraphs of this Article.

As a condition precedent to the grant of exclusive licensing rights to the JOINT COMPANY, agreement between the parties on the following points is required:

- A. A definition of the process in question.
- B. Whether the originating party shall be entitled to the entire 35% royalty as provided in Article IV-H, or whether the other party is entitled to a portion of such royalty under Article V-C and D.
- C. Which party is to have the deciding voice in the future management of the exploitation of the process under Article VII.

(page 10 of original continued)

- D. What disposition can be made of any existing contractual obligations of either party bearing upon the process.
- E. How the existing marketing organizations and facilities of the parties may be most advantageously used in connection with the marketing of the product of the process.

(page 11 of original)

ARTICLE IV.

A. The JOINT COMPANY shall keep the usual books of account for the operations of the JOINT COMPANY as a whole.

B. In addition the JOINT COMPANY shall keep separate accounts for each new chemical process as to which it incurs expense, or from which it derives revenue, each such separate account to show as nearly as may be practicable the net income or net loss to date resulting from its operations relating to that process.

C. From the general books of account kept under Paragraph " A " above, there shall be determined for each calendar year the amount earned for that year applicable to the payment of dividends on the common stock.

D. There shall also be determined for the same period and in the same way as in " C " above, the average investment of the company actually employed in the conduct of its business, which shall be taken as the mean

(page 11 of original continued)

of such investments for the beginning and end of the year in question.

E. From the annual earnings as determined in Paragraph "C" above, there shall be deducted an amount sufficient to give a 20% cumulative return on the

(page 12 of original)

average investment as determined in "D" above.

F. From the separate accounts kept in accordance with Paragraph "B", it shall be determined which new chemical processes have shown a net profit from the time when the first expenditures were made thereon until the end of the year in question. These shall be called the profitable processes. The aggregate profit, for the year in question, of all of the profitable processes shall be then determined from the said accounts of Paragraph "B". The amount remaining after the deduction of Paragraph "E" above, shall be divided by the aggregate profit thus determined, and the quotient called the net process income factor.

EXAMPLE: The aggregate profit for the year 1935 of all the profitable processes is 100. The income for the year, as determined by Paragraph "C", with the deduction of Paragraph "E", is 80. The net process income factor is $80/100$ or 0.8.

G. From the separate accounts kept in accordance with Paragraph "B", there shall be determined the net profit

(page 12 of original-cont'd)

for each profitable process for the year in question, which amount shall then be multiplied by the net process income factor as determined in Paragraph "F".

(page 13 of the original)

The result shall be called the final net process income for the process in question for the year in question.

EXAMPLE: There are two profitable processes for and as of the year 1935. Process A shows a net profit of 70, process B, 30. Multiplying each by the net process income factor, 0.8, the final net process income of process A for 1935 is 56, and of process B 24.

5. Out of any final net process income determined in accordance with Paragraph "D" above, the JOINT COM. ANY shall pay to the party originating the process in question, annually, and as soon as the completion of the accounting shall have shown the amount payable, 25 % of such final net process income for the process in question for the year in question. Such payments shall be made for and on account of each calendar year including that in which the process in question was first commercially exploited through the JOINT COM. ANY, and thereafter until and including the year 1947, regardless of whether this agreement as a whole shall terminate earlier or later.

(page 14 of original)

ARTICLE V.

4. The rule shall be that the party which first acquaints the other with the technical details of a new chemical process, under the terms of Article II shall be considered the originator of that process for the purposes of Article IV-1.

(page 14 of original-cont'd)

B. The rule shall be also that there shall be no reduction of the compensation paid to the originating party under Article IV-E because of improvements made by the other party after the date of the first disclosure under Article II.

C. In cases in which both parties have important patent rights relating to the same new chemical process at the time of its first disclosure under Article II, the rule of Paragraph A of this Article shall be modified as may be required to work fairly.

D. In cases in which very important improvements are made in the new chemical process after the date of first disclosure under Article II by the party not originating the process, the rule of Paragraph B shall be modified as may be required to work fairly.

ARTICLE VI.

Since all technical employees of the JOINT COMPANY remain employees of the respective parties,

(page 15 of original)

the inventions made by such employees go to their respective employers and from there to the JOINT COMPANY, to the extent to which they fall within this agreement. The same will be true with inventions made jointly by employees of both parties, each party obtaining the entire interest of its employee, which interest becomes subject to this agreement. To the extent to which the interest in question is not subject to this agreement it is specifically understood that either party shall have the right to use

(page 15 of original-cont'd)

the inventions of such joint patent rights in any country, and to license the same, all without accounting to the other party, subject always to the provisions of the said four party agreement of November 9, 1939, and to a certain agreement of the same date between the I.G. and Standard Oil Company (New Jersey).

I.G. shall have a royalty free, divisible, transferable license, for the full term of the patents, under any German patents of STANDARD based upon inventions made by employees of STANDARD who at the time of making such inventions shall be engaged in performing services for the JOINT COMPANY. except that if such inventions relate to the Hydrocarbon field as the same is defined in the said four-party agreement of November 9, 1939, then I.G. shall have instead the same license

(page 16 of original)

under STANDARD's German patents which is granted to it under said four-party agreement.

ARTICLE VII.

The parties shall try to come to agreement on all matters having to do with the handling of new chemical processes brought to the JOINT COMPANY but in case of failure of agreement the decision shall rest with the party which would have been entitled to the control of the process under a certain agreement of November 9, 1939 between I.G. and Standard Oil Comp-

(page 16 of original-cont'd)

pany (New Jersey), but the controlling party shall not be relieved of the obligation to forward the interests of the JOINT COMPANY rather than its own interest where the two conflict.

ARTICLE VIII.

For the purposes of this agreement "Germany" means the territory to which German patents now apply.

ARTICLE IX.

This agreement shall remain in force until terminated by two years written notice served by one

(page 17 of original)

party upon the other, but no such notice shall be served prior to December 31, 1945.

ARTICLE I.

The parties desire to record in the text of this agreement the fact that, with entire willingness on both sides to enter into fully defined and binding obligations relating to the subject matter hereof, they have found it impossible to accomplish this purpose in full, and have been compelled in part to substitute agreement as to order and principles of procedure in making future specific agreements.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their officers thereunto duly authorized this 30th day of September 1930.

(page 17 of original-cont'd)

In so doing, the parties hereto, and also
the Standard Oil Company (New Jersey) owner of 100%
of the capital stock of STANDARD, agree that in the
event any corporation or corporations which within

(page 18 of original)

the life of this ——— shall be in effect the ———
of the sole property of, or the sole property of the
sole owner of I.G. or Standard Oil Company (New Jersey)
shall fail to subscribe hereto or to comply with the
terms hereof, then I.G. or Standard Oil Company (New
Jersey) will indemnify ——— the other against
any and all ——— of such failure.

I.G. INDUSTRIES LIMITED
SECRET

Signature

STANDARD OIL (illegible) COMPANY.

attest

Signature (illegible)
secretary

Signature (illegible)
President.

STANDARD OIL COMPANY (NEW JERSEY)

attest:

Signature (illegible)
secretary.

Signature (illegible)
President.

and of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COKE, Judge of the District Court of the United States for the Southern District of New York, at the City of New York, in the Southern District of New York, this 14th day of June, in the year of our Lord one thousand nine hundred and forty-seven and of our Independence the one hundred and seventy-first.

s./ WILLIAM V. CONNELL

Seal.

UNITED STATES OF AMERICA

SS

SOUTHERN DISTRICT OF NEW YORK

I, ALFRED C. COKE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose name is subscribed to the preceding exemplification to the Clerk of the said District Court, duly and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.

New York, June 14th, 1947.

s./ ALFRED C. COKE
United States District Judge.

UNITED STATES OF AMERICA,

SS

Southern District of New York,

I, WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District New York, do hereby certify, that Honorable ALFRED C. COKE, whose name is subscribed to the preceding certificate is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, at the City of New York, in the Southern District of New York, this 14th day of June, 1947.

s./ WILLIAM V. CONNELL.
Clerk.

Seal.

" A CERTIFIED TRUE COPY "

DOCUMENT No. 21 - 10-31 -
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES.

THE PRESIDENT OF THE UNITED STATES OF AMERICA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS :

KNOW YE, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in the case of STANDARD OIL COMPANY (N.J.)
et al, vs. JAMES B. MAREHAM, as Alien
property Custodian, (DOCKET NUMBER CIVIL
25 - 414) certain paper writings there, in
the words and figures following, to wit :

Defendant Exhibit # D-156, generally described to be :
Letter Howard to Johnson 7-27-36.

(page 1 of original)

Standard Oil Development Company.
Linden, New - Jersey.

Frank A. Howard,
President

36 Broadway, New York
July 27, 1936.

Mr. E.F. Johnson,
30 Rockefeller Plaza.

Dear Mr. Johnson :

I have reviewed your excellent summary of our principal contracts relating to the chemical business. In accordance with your request I am further summarizing the position in the respects in which we agreed such a further summarization would be of most interest to our associates.

The I.G. may be said to be our general partner in the chemical business as to developments arising during the period beginning in 1929 and expiring in 1947. The desire and intention of both parties is to avoid competing with one another and by these means to permit their technical organizations to cooperate wholeheartedly to their mutual advantage. This arrangement is set forth very clearly in the " Division of Fields " agreement. It is always dangerous to summarize arrangements which are themselves the briefest possible accurate summary of all the subject matter to which they relate but an understanding of the relationship of the parties involved in this loose general partnership in chemical business is as follows:

1. The assumption is that the I.G. are going to stay out of the oil business proper and we are going to stay out of the chemical business in so far as that has no bearing on the oil business.
2. The implied assumption which is clear to both sides

(page 1 of original cont'd)

and has been much discussed, that the field of oil specialties, for example pharmaceuticals and insecticides, is one in which the two parties, are and necessarily will be competitors, and that there is no help for this and no commitments which they may make with each other which would not affect this.

(page 2 of original)

Mr. E.F. Johnson

July 27, 1936

3. As regards the chemical business (other than oil specialties) related to the oil business, we have a very wide range of conditions to deal with. In the first place, both parties have existing commitments already, such for example in our case as the Ethyl Association agreement and the alcohol commitments (through the original Helco group), and in the second place, both parties are engaged in very complicated businesses and may find it necessary to accomplish purposes directly related to their existing businesses to make agreements which might tie their hands to some extent as to the future disposition of developments in this borderline field of oil and chemistry. Both parties must necessarily retain a free hand in this respect.

4. Regardless of whether the new development fits into the borderline between oil and chemistry, each party must be compensated in a fair way for the development in which it grants the other participation. Failing an agreement as to a fair compensation the partnership breaks down as to that development.

5. Subject to the above limitations, the general theory of the agreement is that chemical developments which are more closely related to the oil business than to the outside chemical business remain in control of Standard with I.G. participating.

(page 2 of original cont'd)

in some manner to be agreed upon at the time with respect to each development, whereas developments which are more nearly akin to the outside chemical industry than to the then existing business of Standard pass to the control of I.G. with suitable participation by Standard.

The following specific question clarifies the situation:

"What new chemical development is Standard free to make or acquire without any obligation to bring I.G. into the picture in any way?"
The answer to this question is that Standard remains free to enter into any new chemical development it pleases (not originating with I.G.) and without offering any participation to I.G., provided that such development is closely related to the then business of Standard.

Since the standard of comparison is not the 1939 business of Standard but its business at the time the question arises, the effect (which both parties understand) is that Standard has unrestricted liberty to proceed absolutely independently of I.G. if it so desires in the natural evolution of the oil business in the direction of the chemical industry.

(page 3 of original)

Mr. E. F. Johnson

July 27, 1936

This natural evolution covers all of the fields in which Standard has up to the present time had any ambitions and so far as the present policy of the Development organization is concerned, it represents the only field in which we intend to make any aggressive efforts. Examples of such efforts are the volatilization technique in which oil products with and without other oil products are converted into a wide variety of chemicals, and the production of

(page 3 of original cont'd)

addition agents for oils, such as inhibitors, oiliness agents, etc., from raw materials drawn in part from the oil industry.

The only chemical developments which we are engaged in at the present time are basic new developments brought to us by the I.G. under the terms of the "Division of Fields" agreement, in which oil or gas as raw materials are used for the manufacture of chemical products; these developments are the acetylene acetic acid development (which was originally intended to and may yet go forward to synthetic rubber), and the fatty acid development.

Summarizing again therefore Standard is free of all engagements in the evolution of its natural business in the direction of the chemical industry. It is of course free as regards commitments in the anti-knock and alcohol fields antedating the I.G. agreements and in the evolution of these fields as well, and it is free to make contracts relating to its existing business which are, incidentally the result of carrying with it commitments on some branches of the chemical field.

We have lived under the I.G. relationship for about one-half of the total term, considering the fact that the relationship actually began about two years before the contracts were actually executed. The chemical side of the arrangement has been satisfactory to both sides and profitable to us at least through this period. The arrangement is one which necessarily requires real good will on both sides. The personnel of the I.G. with whom we shall have to deal in this respect has changed some what during this ten-year period but there is no indication that the new executives will not be able and willing

(page 3 of original cont'd)

to work with us in the same spirit of good will in which the earlier group worked.

(page 4 of original)

Mr. E. F. Johnson

July 27, 1936

One additional fact might be pointed out: for a variety of reasons it seems quite probable that if we desire to make any additional important affiliations in the oil chemical field, such affiliations will be either with the du Ponts, the Shell Company, or both. The I.G. relationship is in no respect a handicap but on the contrary, a definite asset to us in considering the possibility of any such affiliations.

Very truly yours,

Sigs. Frank. A. Howard

F.H: CTG

(page 5 of original)

Exemplification-2d Sheet - Form No. 115-A

all of which we have caused by these presents to be exemplified, and the Seal of the said District Court be hereunto affixed.

WITNESS, the Honorable ALFRED C. COKE

(stamp)

Judge of the District Court of the United States for the Southern District of New York, at the City of New York, in the Southern District of New York, this 14th day of June in the year of our Lord one thousand nine hundred and fortyseven and of our Independence the one hundred and xxy seventy-first.

sign.

William V. Connell
Clerk.

UNITED STATES OF AMERICA,

SS.

SOUTHERN DISTRICT OF NEW YORK.

I, ALFRED C. COKE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.

Dated, New York, June 14 th, 1947.

sign.

Alfred C. Coke
United States District Judge.

UNITED STATES OF AMERICA.

SS.

SOUTHERN DISTRICT OF NEW YORK.

I, WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District of New York, do hereby certify, that Honorable ALFRED C. COKE, whose name is subscribed to the preceding certificate, is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

(seal)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, at the

DOCUMENT 10 VI - 10431
CONFIDENTIAL

(page 5 of original report)

City of New York, in the Southern District of New
York, this 14th day of June 1947

sign. WILLIAM V. Connell

Clerk.

NYI ATLANTA - 3-13-47 - 500 - 5496

"A CERTIFIED TRUE COPY"

- 6 -
(END)

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DOCUMENT NO. NI 10434
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

(Page 1 of Original)

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that we have inspected the records of the District Court of the United States for the Southern District of New York, do find described in the clerk's minutes of trial in the case of STANDARD OIL COMPANY (N.J.) et al, vs. JAMES B. MARIGLI, as Alien Property Custodian, (Docket Number Civil 26-414) certain paper writings there, in the words and figures following, to wit:

Defendant's Exhibit SD-350, generally described to be:
Letter Howard to Sadler 2-6-40.

(Page 2 of Original)

February 6, 1940

Mr. K. J. Sadler
30 Rockefeller Plaza

Dear Mr. Sadler:

I suggest the following for Captain Puleston.

Full information concerning the technical and economic aspects of this Buna project are contained in the files of the U.S. Army and Navy Munitions Board and we strongly recommend that Captain Puleston consult Colonel Charles Kizer of the Munitions Board in order to obtain a complete picture of this situation. For Captain Puleston's convenience however we are answering herewith serials in the questions he has asked:

(1) Buna is probably better in quality for most purposes than natural rubber, including its use for tires.

(2) German capacity at the beginning of the war was nominally 25,000 tons per annum. Believed to be the same at the present time.

(3) A second unit of identical size, 25,000 tons, should be completed some time during the year 1940, according to present plans.

(4) We believe that a third unit, which should be sufficient to cover 100% of Germany's rubber requirements, has been under discussion, but we do not know whether or not it is actually under way.

The interest of the Standard Oil Company (New Jersey) in the Buna processes dates back to the

(Page 2 of Original-cont'd)

original agreement of 1929 between I.G. and Jersey. Pursuant to this general agreement the parties undertook to cooperate in the production of certain new products from oil and gas raw materials, and a jointly owned American corporation was organized to administer the joint interests of the parties in these fields. The Buna synthetic rubber development (to the extent the product was made from oil and natural gas raw materials) was recognized by both parties as coming within the field of this corporation.

Following the outbreak of the war it seemed desirable for the I.G. to withdraw from this Corporation, and this was accomplished by agreements which merely were adjustments of territory and rights between the parties and did not involve any cash considerations of any kind. The withdrawal of I.G. from participation in the American company left Jersey in sole control. These transactions seemed too complicated to be referred to in general publicity and therefore Jersey's public statement was limited to an announcement that the I.G. had withdrawn from participation in the Buna development in the U.S. This statement was handled by the

(Page 3 of Original)

February 6, 1940

Mr. K. J. Sadler

newspaper rewrite men with their usual freedom.

In reply to Captain Pulcaton's general question as to whether it is our impression that Germany is pressed for foreign exchange, or that it is exporting manufacturing processes and patent rights as a means of obtaining foreign exchange, we have the following comments to make:

(1) Our own German subsidiary has been eminently successful in living up to its obligations to us and continuously reducing the balance which it owed to Jersey on the outbreak of the war, although Jersey has no means whatever of bringing any direct or indirect pressure to bear on this account, under war conditions.

(2) About one month after the outbreak of the war, Ethyl G.M.B.H., a German company owned 50% by the British Associated Ethyl Co. and 50% by I.G. Farbenindustrie, paid up in full a cash debit of nearly \$900,000 which it owed to Ethyl Gasoline Corporation of the U.S. and payment of which it could have deferred, without being in actual default, for two months longer.

(3) These circumstances we believe indicate that, whatever pressure there may have been on Germany for foreign exchange up to this time, has not been sufficient to deter them from behaving with the utmost correctness with regard to their private commercial debts of which we have knowledge.

(Page 3 of Original-cont'd)

(4) Concerning the export of manufacturing processes or patent rights as a means of obtaining foreign exchange, this has been a general German policy for fifteen years, resulting from their learning by experience that if they did not, within a reasonable time after the commercialization of new processes, secure their exploitation abroad by appropriate deals, ~~unlicensed~~ competition would pirate the new processes, leaving the originators neither an export market nor anything to sell in the way of patent rights and technique. The guiding rule in the German chemical industry for the last fifteen years has been to seek to make sales of the foreign rights, although since the rule is not based upon theory but upon practical considerations, there have certainly been exceptions where the individual conditions did not warrant its application. There has been no change in this situation that we know of since the war,-- except in a direction the reverse of that which Captain Puleston indicates, i.e., since the war the Germans have refused to permit to pass out of Germany technique with relation to most of their newer processes, and this refusal to let the technique go has of course prevented the most effective sale of these processes.

Very truly yours,

sig.:FRANK A HOWARD

(Page 4 of original)

Exemplification - 2d Sheet - Form No. 115-A

All of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed.

(seal)

WITNESS, the Honorable Alfred C. COXE
Judge of the District Court of the United States for the Southern District of New York, at the City of New York, in the Southern District of New York, this 14th day of June, in the year of our Lord one thousand nine hundred and forty-seven and of our Independence the one hundred and seventy-first.

signed: William V. Connell
Clerk

UNITED STATES OF AMERICA.
SS:
Southern District of New York.

Alfred C. COXE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose Name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.

Dated, New York, June 14th, 1947.

sig.: Alfred C. Coxo
United States District Judge.
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(Page 4 of Original-cont'd)

UNITED STATES OF AMERICA.

SS

SOUTHERN DISTRICT OF NEW YORK,

I, WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District of New York, do hereby certify, that Honorable ALFRED G COKE, whose name is subscribed to the preceding certificate, is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, at the City of New York, in the Southern District of New York, this 14th day of June, 1947.

sign.: William V. Connell
Clerk.

(seal)

FPI ATLANTA-3-15-47 - 500 - 5496

"A CERTIFIED TRUE COPY"

- 7 -

E N D

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AFFIDAVIT

I, Dr. Oskar LOEWEL, deputy head of the office of the Technical Committee (TEA) from 1933-1945, at present head of the Technical Management Department (Technische Direktionsabteilung) in Leverkusen and employee of I.G. Farbenindustrie A.G. since 1923, after having been warned that I will be liable to punishment for making false statements, herewith state under oath, voluntarily and without coercion, the following:-

1. I entered Uerdingen as scientific chemist in October 1923 and for several years worked on scientific matters, then I changed over to patent subjects and finally took over the management of patent matters of the Uerdingen works. I held this position until autumn 1939, when I was sent to the United States to the firm Waller DUISBERG in order to work on certain American patent cases there and to employ myself somewhat more thoroughly with the ideas and practices of American patent law. I remained with DUISBERG until February or March and then joined the GENERAL ANILINE WORKS, where I got to know the manufacturing practices and the main administration in New York. In October 1930 I again returned to Germany and this time came to Leverkusen and was specially attached to Dr. ter MEER in order to finish the details of the work in America for him. I remained in this position until 1933, at which time I was then transferred from Leverkusen to Frankfurt/H. In 1938 I became a Prokurist. In the first years in the office of the Technical Committee I had to deal (betreuen) with the GENERAL ANILINE WORKS. In 1938 I was appointed technical director of the TRAFFORD CHEMICAL COMPANY and held this post until the outbreak of war. Furthermore I was concerned with

(Page 2 of original)

the license negotiations with regard to Buna and with the care of the American interests, which were under the direction of Dr. ter MEER.

2. All matters with regard to Buna in which a third party abroad was concerned were supposed to go through me; this was done in a majority of cases. The only matter in which I was not fully informed was the York Heller case in the Oppau works, since this factory belonged to another group of the I.G. works. I heard about this work in Oppau, which mostly consisted of experiments to produce butadiene or to convert butadiene, which is the last preliminary product for the production of Buna, by itself or with other polymerizable materials, into Buna. I was usually only informed much later on about the matters going on in the Oppau factory.

3. The synthetic rubber, also called Buna, was right from the start covered by the JASCO (Joint American Study Corporation) agreement. Amongst other things this agreement provided that JASCO should have exclusive license rights in the United States. Furthermore this contract included that any information with regard to butyl and butadiene should be handed over to the JASCO. However, I.G. did not adhere to this agreement to a certain extent, since it did not give the details of the production process for Buna either to the JASCO or to its contract partner, the Standard Oil Company. Although certain

processes and patents, such as for instance the production of butadiene, were handed over to the Standard Oil Company, the know-how for the polymerization which transforms the butadiene into Buna S or Perbunan (Buna K) was not. As far as these matters were concerned I.G. did not formally comply with the terms of the JASCO agreement. The

(Page 3 of original)

laboratory process for the production of ethyl already in 1938. In this connection the STANDARD OIL COMPANY adhered strictly to the JASCO agreement.

All this shows quite clearly that although the patents and know-how of a part of the preliminary production of the Buna process were handed over to Standard Oil, this was never done with the whole process.

4. When Dr. von TERZ and I travelled to the United States in 1938, we left Germany with the permission of the Ministry of Economy and the Military Economy Staff who authorized us to hand over the patents as well as the know-how with regard to Buna to the American firms.

5. The purpose of the entire negotiations was to find and create the prerequisites for producing Buna S and Buna K in America. During these discussions in November it also happened for the first time that the STANDARD OIL COMPANY wanted to know details about the production of synthetic rubber. During negotiations which had the purpose of first clarifying the prerequisites for the entire buna field in the United States from the technical and calculating point of view, discussions with the STANDARD OIL COMPANY were held on one of the first days, which referred to the raw materials of which butadiene is the base material for Buna S and Buna K.

In the course of these discussions about raw materials and calculations one of the STANDARD OIL COMPANY gentlemen raised the question of whether, quite apart from the great project for the production of Buna S which at that time was being discussed, it would not be possible to produce

(Page 4 of original)

Buna K on a smaller scale beforehand already.

Until that time Perbuna (Buna K) had been imported by the United States on a very small scale and was a special type of synthetic rubber which could not be used for the construction of tires.

Perbuna (Buna K) was a product which in its uses partly coincided with Neoprene which was already being manufactured in America by DUPONTs. The main difference between Buna K and Neoprene is in the manufacture and the better resistance to swelling of Buna K, that is, it has more resistance to oils and gasoline and is more durable in this connection.

5. No opinion was expressed to this suggestion by the men from STANDARD OIL, but a few days later when the figures for a large-scale manufacture of Buna S had been checked and determined a note was given either to Mr. HOWARD or to Mr. RUSSELL together with the results of these investigations, at the end of which the question of the manufacture of Perbunan (Buna K) in the United States was also touched upon briefly.

The handing over of the know-how for Perbunan (Suna B) was however refused at the time because the production of Suna B alone was considered too expensive and I.G. only wanted to have Suna B manufactured if it were possible to connect this with the production of Suna A in order to get cheap repulse.

The refusal to hand over the know-how for Perbunan (Suna B) in 1938 was explained - although I.G. was not restricted by government orders of any kind - with motives of economy and as an additional reason it was said that the technicians of the STANDARD OIL COMPANY without the help of German technicians would not be in a position to carry out the polymerization of butadiene sufficiently well to prevent Perbunan (Suna B).

(Page 5 of original)

and with it all synthetic rubber from being discredited. Although it would have been possible to send a German technician specializing in Suna B to show the American companies the way, we could at that time not spare even one single technician because our technical resources were drawn upon heavily through the construction of Schkopau and the establishment of the Buna plant which was beginning.

The know-how for Suna B was not given at that time because conditions of concern to our side still had to be clarified, namely the question whether large scale production of Suna B by private enterprise in America was feasible at all.

The American manufacturers of rubber goods had been experimenting with the use of the new German synthetic rubber before 1938, but in our opinion they had not advanced sufficiently in their experiments and experiences to be able to handle the problem alone.

When we went to the United States in November 1938, we brought the new thermic decomposition process for Suna B with us. This process made it possible to use Suna B for the outer surface of automobile tires while the tire itself is made of natural rubber. This made a saving of approximately 30% possible. For this reason experiments on a large scale under the extreme climatic conditions in U.S.A. were necessary.

The willingness to transfer the know-how to an American firm existed from 1938 on, and, if the prerequisites and guarantees for the construction of manufacturing plants had been given, the know-how would have been handed over immediately. (Our) requirement would have been that the American companies guarantee production on a certain scale.

(Page 6 of original)

7. As far as I know, Mr. HOWARD of the STANDARD OIL COMPANY was kept informed on the developments of synthetic rubber by Dr. ter MEER. I also know that Dr. v. KNIERIM was familiar with this matter, but I do not know to what extent.

8. The complete Suna process as such was never given to an American company, but that part of it was that covers the production of butadiene from butylene via butene chloride, a process which was later to be used by the American production. This process was perfected to such a point in April 1939 that at that time a commission

of 3 technicians of the STANDARD OIL COMPANY visited the Oppau plant, discussed the process in all its details and inspected the installations completely. STANDARD OIL COMPANY received all of the know-how for butadiene, as far as I.G. itself had it. This was a perfect process, ready to be applied to manufacturing, ready for practical use also from the economic point of view. It was the basis for the production of Buna S.

The STANDARD OIL COMPANY's technicians visited the various offices of the Oppau plant which dealt with questions of synthetic rubber, and they obtained information there. The technicians of STANDARD OIL COMPANY were able to observe the developments on the entire buna field at Oppau, but in spite of that they could not obtain the know-how, because they saw things only in the experimental stage. Of the actual manufacturing process the STANDARD OIL COMPANY's technicians could see only the production of butadiene but nothing else.

(Page 7 of original)

The process for the polymerization of butadiene by which butadiene is converted into Buna was researched by STANDARD OIL COMPANY in October 1939 but refused on the grounds that the I.G. was unable to hand over the know-how with regard to Buna in view of the obstacles caused by the state of war.

At the Hague negotiations in 1939, when the STANDARD OIL COMPANY demanded the know-how apart from the patents, the STANDARD OIL COMPANY was told that this would have to be brought over first, although I.G. had the consent of the Reich Ministry of Economy and the Armed Forces High Command to transfer both the patents and the know-how. The transfer of the patents was taken up in connection with the change of the JASCO agreement by which the JASCO interests were split up in the sense that the STANDARD OIL COMPANY took over all the financial JASCO interests.

According to the JASCO agreement I.G. was actually already in 1938 bound to surrender the buna patents, for which the consent had at that time been obtained, and also to transfer the know-how on buna matters to JASCO, and to give JASCO the exclusive license rights. But this was not done by I.G., because the provisions of the JASCO agreement were never fully executed, although I.G. always maintained that Buna was contained in JASCO. This constitutes a formal breach of contract.

2. Since the new contract between I.G. Farben and the STANDARD OIL COMPANY also provided for the granting of licenses on Buna matters to Great Britain and France, the Hague negotiations caused I.G. some concern; namely, that through the transfer of know-how the Buna production might be started in these two

(Page 8 of original)

countries with which we were at war at that time. For this reason we turned to the Reich Ministry of Economy and to the Military Economy Staff (Wehrwirtschaftsstab) and submitted the matter for reconsideration with our recommendations. On the basis of these negotiations the transfer of the patents was approved but the handing over of the know-how refused. The fact that the transfer of the know-how on the buna field was withdrawn in 1939 was based on the initiative of I.G. The refusal to transfer the full details of the buna process did not take place at the Hague discussion proper, but only after the Hague negotiations and after this problem had been discussed within I.G. Farben. One of the ideas which played a leading role in the transfer of the patents in the

buna field to the STANDARD OIL COMPANY was that of the protection of the I.G. patent rights in the United States of America and their safe-guarding in case of war. These safe-guarding measures were taken on request of the STANDARD OIL COMPANY.

In October 1939 a cable was sent to the STANDARD OIL COMPANY reading:

"Under the present circumstances we are not in a position to give the 'know-how' on Buna matters".

10. The practical value of the buna patents without the know-how depends very largely on who uses the patent rights. The STANDARD OIL COMPANY at that time did not have very much experience in the field of polymerization. The know-how was therefore of great importance to them.

(Page 9 of original)

11. JASCO and CHESTCO were available to us through normal channels experiences and technical publications in the field of synthetic rubber in the United States.

12. At the Hague Association on September 1939 Dr. ROBERT discussed with Mr. HUBERT all questions brought up in regard to the STANDARD OIL COMPANY and accepted Mr. ROBERT's requests concerning Buna matters. Mr. ROBERT had the following requests:

- 1) Transfer of the Buna patent rights for U.S.A., Great Britain and the Empire, as well as France and its colonies.
- 2) Handing over of the know-how for Buna.

To my recollection it was agreed that I.G. should express an opinion on Mr. ROBERT's requests with regard to Buna by cable. Dr. RINGER transmitted these requests in the presence of Dr. ter MEER, Dr. v. KNIERIM and myself and only after repeated discussion of the different points was the text of the cable laid down. At the Hague only the cable as such but not its contents were agreed upon.

I have carefully read each of the 9 pages of this declaration and have placed my signature at the bottom of each page. I have made the necessary corrections in my own handwriting and initialed each correction in the margin of the page. I declare herewith under oath that I have stated the full truth to the best of my knowledge and belief.

(Signature) Oskar LOHR
Signature

(Page 10 of original)

Sworn and signed before me this 21st day of July 1947 at Kuerberg by Dr. Oskar LOHR, known to me to be the person making the above affidavit.

(Signature) Peter H. MILLER
Peter H. Miller
U.S. Civilian, AGO No. D-145338
Interrogator for War Crimes,
U.S. War Department

TRANSLATION OF DOCUMENT NO. NL-10435
Cont'd. -----

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-10435.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the District Court of the United States for the Southern District of New York, do find described in the clerk's minutes of trial in the case of STANDARD OIL COMPANY (N.J.) et al, vs. JAMES B. MCKEEM, as Alien Property Custodian, (Docket Number Civil 25-414) certain proper writings there, in and words and figures following, to wit:

Defendant Exhibit # B-361, generally described to be:

Letter Hopkins to Russell 5-9-40 attachment.

Return to
M.B. HOPKINS

EXHIBIT
U.S. Dist. Court
S.D. of N.Y.
MAY 31 1945

May 9, 1940

MEMORANDUM FOR MR. R.M. RUSSELL

Re: Bunn

Referring to our telephone conversation of this morning, herewith is a revision of the proposed memorandum on Bunn.

Mr. Currie and I agreed that the changes indicated would make the memorandum somewhat more accurate. We had in mind that not all new chemical developments would come within Jasco, and therefore put a limitation in that respect. Also, the stock of Jasco is held in part by trustees, but the beneficial interest is in Jersey; this has now been stated. Lastly, I.G. appears to have a certain potential interest in Jasco's activities in the United States and the British and French Empires, because if commercialization of Jasco's rights in those countries is profitable and is not equally profitable throughout the rest of the world, Jersey would have to equalize. This has been indicated by including mention of the re-distribution which may possibly be required.

M. B. HOPKINS

Handwriting Illegible

WEC:MS
Enc.
Cc: Mr. M.E. Currie

May 9, 1940

8-Fl1

Re: Buna

MEMORANDUM FOR MR. W. S. PARISH

Procedure for joint development of new chemical processes by Jersey and I.G. was set up in the Jasco agreement dated September 30, 1930. The agreement provided that either party would, at the request of the other, bring any new chemical development falling within a defined field into Jasco Inc., a company set up for the purpose and which was owned 50% by Jersey and 50% by I.G. The following processes have thus been put into Jasco: (1) Acetylene gas process, (2) Paraffin oxidation and (3) Oppanol process (Viatenex).

Although general cooperation between Jersey and I.G. in regard to Buna had gone on for several years, it was decided not to bring the Buna process officially into Jasco and contractual settlement of the matter was postponed for political reasons. The official bringing of the Buna rights into Jasco resulted from the so-called Hague Memorandum which was finally made effective as of September 1, 1939.

The Hague Memorandum, in addition to evidencing the formal acquisition of the Buna rights by Jasco, also provided:

- 1) That I.G. would assign to Jersey its 50% interest in Jasco.
- 2) That Jasco (and hence Jersey since Jersey, through Standard Oil Development Company, had entered into a Trustee Agreement by which Jersey now owns the entire beneficial interest in stock of Jasco) would be entitled to the entire benefit of the exploitation of Jasco processes (including Buna) in the United States, the British Empire, France and all French possessions.
- 3) That Jasco would transfer to I.G. the exclusive right to, and all benefits from, the exploitation of Jasco processes for the world outside the territory just mentioned.
- 4) That Jersey and I.G. would review the effect of carrying out The Hague Memorandum at future times, and see that neither party suffers loss as a result of the operation of the Memorandum.

It will thus be seen that I.G. has no interest in Jasco (except for possible indirect interest as indicated in (4) above).

(WEC:MS)

Exemplification-2d Sheet-Form No. 115-1

All of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed;

WITNESS, the Honorable ALFRED C. COXE
Judge of the District Court of the United States
for the Southern District of New York, at the
City of New York, in the Southern District of
New York, this 14th day of June, in the year
of our Lord one thousand nine hundred and forty-
seven and of our Independence the one hundred
and seventy-first.

s./ WILLIAM V. CONNELL
Clerk

Seal

UNITED STATES OF AMERICA. SS:
SOUTHERN DISTRICT OF NEW YORK.

I, ALFRED C. COXE, one of the Judges of the Dis-
trict Court of the United States for the Southern Dis-
trict of New York, do hereby certify, that William V.
Connell, whose name is subscribed to the preceding exem-
plification, is the Clerk of the said District Court,
duly appointed and sworn, and that full faith and credit
are due to his official acts. I further certify that the
Seal affixed to the said exemplification is the Seal of
the said District Court, and that the attestation thereof
is in due form of law.

Dated, New York, June 14th, 1947

s./ ALFRED C. COXE
United States District Judge.

UNITED STATES OF AMERICA. SS:
SOUTHERN DISTRICT OF NEW YORK.

I, WILLIAM V. CONNELL, Clerk of the District Court
of the United States for the Southern District New York,
do hereby certify, that Honorable ALFRED C. COXE, whose
name is subscribed to the preceding certificate, is one
of the Judges of the District Court of the United States
for the Southern District of New York, duly appointed
and sworn, and that the signature of said Judge to
said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set
my hand and affixed the Seal of the said Court
at the City of New York, in the Southern Dis-
trict of New York, this 14th day of June, 1947.

SEAL

s./ WILLIAM V. CONNELL
Clerk

"A CERTIFIED TRUE COPY"

DOCUMENT NO. MI - 11 249
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

November 13, 1941

Mr. H. F. Baumgartner
Kozyon & Kozyon
165 Broadway
New York City

Dear Mr. Baumgartner :

Dr. Frolich forwarded to me your letter of November 1, 1941, asking for a general history of the Buna type rubbers in this country.

In the meantime you have received my letter of October 27, 1941, addressed to Mr. Kenyon outlining Jasco's 1933 agreement with General Tire and Rubber Company. Attached is our only copy of the General Tire and Rubber Company final report which recommended Dr. Hochschwender's letter to Mr. Russell of May 1, 1934. Will you please return it when it has served your purpose.

From 1934 until the latter part of 1936 the Buna development made progress in Germany but while awaiting the German results little, if anything, was done by Jasco to start actual commercial operations in the United States. During this period some of the American rubber companies were active in getting acquainted with the Buna process which had been disclosed in I.G. United States patents. Starting in October, 1936, and through 1937 and 1938 representatives of several American companies approached the I.G. either directly or through Standard Oil Development Company and expressed a desire to participate in the Buna development. Mr. J. D. Tow, 1936 President of Goodrich, visited the I.G. in October, 1936, and September

(Page 1 of original, cont'd)

1937, offering collaboration in the Buna developments. Discussions with him were general only. Dr. Simon of Goodrich visited the I.G. at Frankfurt and Leverkusen in July 1937, and discussed rubber assistants and the question of working and use of various Buna typros. He did not see the I.G. plants. Mr. Busso of Goodrich visited Leverkusen in June, 1938, and discussed test methods. As of October 18, 1938, the I.G. had furnished Buna samples in the United States as follows:

(Page 2 of original)

Mr. E. F. Baumgartner

-2-

November 13, 1941

Date	Firm Name	Quantity Kilograms	Quantity
Feb. 8, 1937	R. T. Vanderbilt Co. Inc., New York	12	Buna N
Feb. 27, 1937	Dovey & Almy Chemical Co., Cambridge, Mass.	20 20	Buna N Buna S
Feb. 28, 1937	Ditto	20 20	Buna 115 Buna 85
Apr. 15, 1937	Goodyear Tire & Rubber Co., Akron, Ohio	12	Buna N
May 15, 1937	Du Pont de Nemours & Co., Wilmington, Del.	30	Buna 85 Buna S
July 27, 1937	Carbide & Carbon Chem. Corp., New York	3 3	Buna S Buna N
Aug. 8, 1937	B.F. Goodrich Co., Akron, Ohio	20 20	Buna 115 Buna 85
Aug. 11, 1937	Ditto	100	Buna S
Sept. 4, 1937	Goodyear Tire & Rubber Co., Akron, Ohio	400 111	Buna S Buna 85
Sept. 12, 1937	Bayboston Inc. (Manhattan Rubber Mfg. Co.) Massie, N.J.	50	Perbunan

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(Page 2 of original, cont'd)

Shipments still to be made : (Oct. 18, 1937)

B.F. Goodrich Co., Akron, Ohio	100	Perbunan
R.T. Vanderbilt & Co., New York	30	Perbunan
Goodyear Tire & Rubber Co., Akron, Ohio	440	Perbunan

In April, 1938, representatives of the Goodyear Tire & Rubber Company and the Dow Chemical Company approached Jasco to request an exclusive license under the I.G. processes for producing synthetic rubber. Jasco had not then, however, arrived at a conclusion as to the best plan for Buna in the United States.

The status at the end of 1938 and through 1939 can be best understood from the following correspondence, copies of which are attached :

Mr. Howard's letter of November 18, 1938,
to Mr. T. S. Parish

Mr. Howard's letter of November 29, 1938,
to Dr. Fritz Ter Meer

Mr. Bedford's letter of November 30, 1938,
to Dr. Ter Meer

Dr. Baller's memorandum of May 4, 1939,
on "The Present Status of Buna-S in the USA"

A quotation from Dr. Ter Meer's letter of June 3, 1939, to Mr. F. M. Howard.

(Page 3 of original)

Mr. E.F. Baumgartner -3- November 13, 1941.

The German Buna-N or Perbunan was brought into the United States commercially by the Advance Solvents and Chemical Corporation which company purchased

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the product from the I.G. and sold it locally. I am attaching copies of two memoranda of meetings on November 3rd and November 9th, 1939, the first with Messrs. Hochschwandt, Muller and Keller of Chemagro and the second with these gentlemen plus Messrs. Mullaly and Klebsattel of Advance Solvents. These meetings were preparatory to assuming the responsibility for the Buna development in the United States which had been placed 100% in the Development Company by the German Government. The memoranda contain such information as we have regarding the quantity of Perbunan which Advance Solvents imported before the outbreak of war cut off the supply.

On November 8, 1939, letters were written to Goodyear, U.S. Rubber, Goodyear, Firestone and General Tire & Rubber Company. Conferences with each followed. Advice was sought as to the best method of proceeding with the Buna development. Firestone and U.S. Rubber decided to take licenses; Goodyear and Goodyear were unwilling to agree to the terms of agreement which were satisfactory to Firestone and U.S. Rubber; General asked to be considered a prospective customer for Buna.

Firestone built a small Buna plant and by December, 1940, was producing a few hundred pounds per day of Buna-N or Perbunan. On February 26, 1941, Firestone received its first tank car of butadiene. Production gradually increased and the present rate of production (based on their most recent schedule of requirements for butadiene) is about four tons per day. The Standard Oil Company of Louisiana completed construction of a five-

ton-per-day Perbunan plant in April, 1941, and is now operating the plant at near capacity. The plant is being enlarged to increase its capacity during the coming year to ten tons per day.

The principal present commercial uses for Perbunan are as follows:

- Gasoline hose
- Fuel oil hose
- Deck and cargo hose
- Propane hose
- Hose for the Navy, such as fuel loading, airplane fueling, etc.
- Printers' rollers of various types
- Typewriter rollers
- Shock and rolling rings for airplanes, tanks and automobiles
- Motor mountings and vibration dampers
- Washers and packings of various types
- Oil well packers
- Oil-resistant proofed goods
- Printers' blankets
- Gas mask tubing

I shall, of course, be glad to have you let me know of other or more detailed information is desired. As requested in your letter of November 7th, I am asking Firestone for a brief chronological history of their Buna activities.

Very truly yours,

WHR:GD
Blind CC: WEC PKF

H. B. HOPKINS

"A CERTIFIED TRUE COPY"

- 5 -
(END)

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(Page 1 of original)

November 18, 1940

MEMORANDUM FOR HUMBLE ON CHEMICAL
MANUFACTURING LICENSES

In connection with the contemplated manufacture of butyl rubber, the question was raised with the Humble company as to whether they would be interested in embarking in this new field. The Humble Board considered the matter, discussed it with their counsel, and advised that they would be interested but that they could enter this field only on a completely independent basis, that is, without agreements which would limit their rights of manufacture or sale of the products. This position was understood to have been taken by Humble counsel on the assumption that Humble had an unlimited license under the Mutualization Contracts with Standard Oil Development Co. to proceed with butyl rubber and that it was therefore unreasonable for Humble to be expected to restrict its activities in this field, if it chose to enter the new field voluntarily with an investment of its own capital.

The case was distinguished from the Product Sales arrangement in two particulars. In the first instance, Humble had already made its investments in refining facilities in large excess over its own natural market or requirement; and in the second instance, Humble was not required by the Process Agreement to assume any definite obligations as regards limitations of its sales to others.

While the validity of these distinctions is quite clear it is believed that the points are immaterial, because Humble is not, in fact, free to proceed independently

(Page 1 of original-cont'd)

with the butyl rubber development under the Mutualization Contract. The reason Humble cannot proceed under this contract is because Humble, along with all other Mutual Companies, consented to, and has for eleven years worked under and adopted, all the burdens and benefits of the 1929 agreement between Jersey and I.G. By this agreement Jersey acquired, for the benefit of the Mutual Companies, among other things, an interest in the chemical developments of I.G. based upon oil and gas as raw materials, and in return assumed the obligation to give the I.G. an interest in its own developments in the same chemical field. The language of the 1929 agreement on this point is:

"If the company (Standard oil Co. (H.J.)) shall desire to initiate anywhere in the world a new chemical development, not closely related to its then business, it will offer to I.G. control of such new enterprise (including the patent rights thereto) on fair and reasonable terms."

The reciprocal clause reads:

"If I.G. shall desire to initiate outside of Germany a new chemical development which cannot be advantageously carried on except as a department of an oil or natural gas business, it will offer control thereof (including the patent rights thereto) to the Company on fair and reasonable terms."

(Page 2 of original)

The above obligations, assumed under the I.G.-Jersey agreement of 1929, were binding upon Development, because it is a 100% Jersey subsidiary, and all such subsidiaries of both parties were bound by the agreement. Pursuant to the understanding of the parties, this general agreement relating to the chemical field arrived at in connection with the hydrogenation agreement in 1929, was confirmed and amplified, and the exact mechanism for its operation was worked out, in a supplementary agreement executed the following year. The supplementary agreement, known as the Jasco agreement, was a direct agreement between Development and I.G. Humble was advised of it at the time and has been generally conversant with its operations throughout the following ten-year period.

Under the Jasco agreement the corporation "Jasco" (jointly owned by I.G. and Development) undertook the development and exploitation of the patent rights of both parties coming within this border-line field of manufacture of chemical products using oil and gas as raw materials. All licensing rights of both parties for processes in the border-line field were placed in the hands of Jasco and Jasco assumed the obligation to exploit these patent rights by manufacture or licensing (but in general by licensing) for the best interests of both parties.

The manufacture from oil and gas as raw materials of synthetic rubber was specifically understood by both parties to come within the field of the Jasco arrangement. By the operation of the I.G.-Jersey agreement referred to and the supplementary Jasco agreement therefore Development divested itself of its right to license Humble or others

(Page 2 of original-cont'd)

under its patent rights in the field in question and merged these patent rights with those of the I.G. in a new joint enterprise.

While as a result of the foregoing Humble lost the right which it had previously enjoyed of using processes in this field originating with Development, it gained through the merger of these processes with those of the I.G. in a new joint-interest venture. In those cases in which Humble was in the most advantageous position economically to employ the processes, it could expect to receive licenses not only under Development's patents but under the I.G. patents as well; and in any case it would be bound to receive through the Mutual Plan the full benefits of all of Development's earnings from Jasco.

In September of 1939 the Jasco agreement between Development and I.G. was revised, but the revision does not affect the position of Humble. Jasco is still left with the right and obligation to exploit all the processes referred to originating with I.G. and Development by the granting of appropriate licenses to return the maximum profit from the patent rights.

In view of the foregoing it seems clear that Humble has no license under either the I.G. or Development patents for the manufacture of synthetic rubber, unless and until it acquires such a license by negotiations with Jasco. The position of Jasco is that it is entirely willing to grant to Humble a right to manufacture synthetic rubbers under any of its processes, and on entirely reasonable terms; but these terms must include, in addition to a fair royalty, such provision for the sale of the products as will result in the business as a whole returning the maximum profit to Jasco.

(Page 3 of original)

In the opinion of Jasco this condition requires that, for the present, any synthetic rubber products manufactured by Humble for general sale should be sold, not in competition with, but in coordination with, the sales by other Jasco licensees. Under the U.S. patent and anti-trust law as it now stands, the right of Jasco to attempt to fix sales prices or conditions is extremely circumscribed, and to meet the necessities of this situation Jasco proposes to confine general outside sales to a single agent, with whom, it will make direct agreements. This policy is not in any way a discrimination against the Humble Company, but is a uniform Jasco policy, which it has already carried into effect by a formal agreement with Firestone and letter agreement with the U.S. Rubber Co.

It is hoped that in view of the foregoing the Humble company will find it possible to obtain the consent of its lawyers to the acceptance of chemical license contracts from Jasco containing suitable lawful restrictions upon the sales of the patented products.

FRANK A. HOWARD

FAH:MF

"A CERTIFIED TRUE COPY"

- 3 -

E N D

103

DOCUMENT NO. 71-10565-
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in the case of STANDARD OIL COMPANY (U.S.)
et al, vs. JAMES A. HANCOCK, as Alien
Property Custodian, (Docket Number Civil
26-414) certain paper writings there, in
the words and figures following, to wit:

Plaintiff Exhibit E-142-1d., generally described to be:

Translation of Dr. Rindpre Report,

CONFIDENTIAL

January 12, 1940

NO 73

Re: New Arrangement Jasco

In view of the situation created by the outbreak of the war, a new arrangement was entered into between Standard and ourselves, by which we endeavored to accomplish that our patents in the Jasco field would be safe from seizure by the enemy countries, and that our patents in the U.S.A. would as a precautionary measure be placed in safety. The negotiations for all practical purposes are now completed, and it is perhaps useful to summarize what occurred and the situation now created.

In the beginning of September 1939 the financing of Jasco first of all was re-adjusted. Without going here into details, the costs of research, etc. incurred by Jasco were set off against the advances made by the two parties, and the balance was settled. Furthermore the two experimental installations for the E- and D- plant, having served their purposes, were dismantled. The plants were broken up and salvaged. In the meantime we received \$48,000.- in settlement of the balance and out of the salvage of the plants. In consequence thereof, Jasco has no financial obligations any more of any kind. At present it has at its command only the patents and technical information of the processes brought into Jasco.

In a conference with Mr. Howard at The Hague end of September 1939 there was jointly worked out the proposal attached hereto concerning the readjustment of Jasco. This proposal in the meantime has been accepted by us in principle, pursuant to the cable attached hereto of October 16, 1939. As against the Eames Memorandum, point 1 has been changed to the effect that Standard Oil Development acquires our Jasco shares against payment of \$4,000.- and in consideration of their putting up security for the credit we had obtained from Embros, against which credit our Jasco shares had been pledged. Howard proposed at the end of December that the readjustment of Jasco should be considered effective as of September 1, 1939. On December 1, 1940 we declared ourselves in accord therewith.

Through the readjustment of Jasco the following situation is created:

The provisions of the Jasco contract remain unaffected by the readjustment. The patents and technical information of the two parties to the contract, I.G. and Standard Oil Development, for the processes brought into Jasco and for those processes that hereafter might be brought into Jasco, belong to Jasco as heretofore for the World outside of Germany. As is known, Germany is exclusively reserved to the I.G. Standard transfers to I.G. for Germany, free of cost and transferable, its patents and technical information for the processes brought into Jasco. Through its acquisition of our Jasco shares, Standard Oil Development has

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become the sole owner of Jasco. From the rights belonging to it, Jasco has now transferred exclusively to I.G. the exploitation of such rights in all countries excepting the U.S.A., the British Empire and France. Thus the World outside of Germany so far as it concerns the Jasco field, is divided into a territory of interest of Standard and a territory of interest of I.G. Both parties, in their respective territories of interest, will exploit the processes as fully as possible, and in that connection the decision as to the mode of procedure in its respective territory of interest is exclusively reserved to each party. The revenues from the exploitation of the processes flow to each party at first without any deduction. It is provided, however, that at certain intervals the parties will compare their respective financial results. In the event that the distribution of the revenues between the two parties does not correspond to the provisions of the Jasco contract concerning the participation of Standard and I.G. in the exploitation of the Jasco processes, an adjustment of differences is to be brought about. In the same memorandum it is provided that for the purpose of such adjustment, should occasion arise, a new division of the countries should follow, a formulation which was necessary in view of a possible entrance into the war by the U.S.A. and which formulation should avoid the existence of any contractual pecuniary claims on our part against Jasco. The only thing that concerned us was to make definite arrangements in the contract that at the proper time the financial result would be reviewed.

The patents for the processes that were brought into Jasco, including Amm, have in the meantime been assigned to Jasco for the U.S.A., the British Empire and France. No assignment has been made for the rest of the World outside of Germany. On the occasion of the assignment we had Howard confirm to us that the patents are assigned to Jasco only for the defined starting materials of Jasco, and that Jasco returns to us exclusive rights for the other raw materials, as for instance, coal. Also in connection with the exchange of correspondence concerning Amm it has been definitely established once more that Amm is being brought in only for the raw materials of the Jasco contract.

(sig.) Singer

Vertraulich!

12. Januar 1940

F o t i e

Anr.: Standard Oil of Ind.

Mit Rücksicht auf die durch den Kriegseinsatz geschaffene Lage wurde zwischen Standard und uns eine Vereinbarung der Jasco zur Befreiung, durch die wir zu erreichen suchten, dass unsere Patente auf dem Jasco-Gebiet des Schutzes der Feindstaaten entzogen werden, und dass unsere Patente in USA vorübergehend sichergestellt werden. Die Verhandlungen sind jetzt praktisch abgeschlossen, und es ist vielleicht nützlich, den Vorgang und die jetzt geschaffene Lage zusammenzufassen.

Anfang September 1939 wurde zunächst die Finanzierung der Jasco neu geregelt. Dem hier auf Einzelheiten einzugehen, wurden die bei der Jasco bestehenden Vorschüsse usw. so an die von den beiden Parteien abgesetzten Vorlagen aufberechnet, und der Jasco wurde vorgeschlagen, ferner wurden die beiden Vorschüsse für die 1. und 2. Serie, die ihren Zweck erfüllt haben, liquidiert. Die Anlagen wurden abgezogen und verwertet. Wir haben inzwischen mit dem gleichen der beiden und aus der Verwertung der Anlagen 20.000. erhalten. Damit hat die Jasco keinerlei finanzielle Verpflichtungen mehr. Sie verbleibt zurzeit nur noch als Patente und Erfindungen der in die Jasco eingebrachten Verfahren.

In einer Besprechung mit Mr. Howard in New York im September 1939 wurde gemeinsam der in der Anlage beigefugte Vorschlag für die Neuordnung der Jasco ausgearbeitet. Dieser Vorschlag ist von uns inzwischen in wesentlichen mit beiliegendem Label vom 18.10.39 angenommen worden. Gegenüber dem früher angenommenen ist Punkt 1 dahin abgeändert worden, dass die Standard Oil Development unsere Jasco-shares gegen Zahlung von \$4.000. und gegen Hinterlegung einer Sicherheit für den von uns bei Hambros aufgenommenen Kredit, gegen das unsere Jasco-shares verpfändet waren, erwirbt. Howard hat diese Änderung vor uns erklärt, dass die Neuordnung der Jasco als vom 1. September 1939 ab rückwirkend anzusehen wird. Wir haben uns damit am 12.1.40 einverstanden erklärt.

Durch die Neuordnung der Jasco ist folgende Sachlage geschaffen:

Die Vertragsbestimmungen des Jasco-Vertrages bleiben von der Neuordnung unberührt. Die Patente und Erfindungen der beiden Vertragspartner, I.G. und Standard Oil Development, für die in die Jasco eingebracht und gegebenenfalls noch einzubringenden Verfahren gehören nach wie vor der Jasco für die Welt ausschließ-

ans. E. I. G.
20A

III. G. II - 219
Ja

Deutschlands. Deutschland ist bekanntlich der I.G. ausschliesslich vorbehalten. Die Standard überträgt der I.G. fuer Deutschland kostenlos auch die Rechte der ihre Patente umfassen fuer die in die Jasco eingebrachten Verfahren. Durch den Erwerb unserer Jasco-Rechte ist die Standard Oil Corporation ausschliesslich Lizenznehmer der Jasco geworden. Die Jasco hat nun von den ihr zugehörigen Rechten der I.G. die Verwertung Rechte in allen Ländern ausser USA, das British Empire und Frankreich ausschliesslich übertragen. Damit ist die amerikanische Welt auf den Jasco-Gebiet unterteilt in das Interessensgebiet der Standard und das Interessensgebiet der I.G. Beide Parteien werden in ihrem Interessensgebiet die Verfahren so gewartet wie es sich erwarten, wobei jeder Partei die Entscheidung über das Vorgehen in ihrem Interessensgebiet ausschliesslich vorbehalten bleibt. Die Einnahmen aus der Verwertung der Verfahren fließen jeder Partei zurechnen angeteilt zu. Es ist jedoch vorzusehen, dass die Parteien in bestimmten Zeitabschnitten die kumulierten finanziellen Ergebnisse vorzulegen werden. Falls die Verteilung der Einnahmen zwischen den beiden Parteien nicht aus Bestimmungen des Jasco-Vertrages oder der Teilvereinbarung der Standard und I.G. an der Verwertung der Jasco-Verfahren angeteilt, soll ein Ausgleich herbeigeführt werden. In dem Vertrag steht es vorzusehen, dass ein Ausgleich zwischen falls eine neue Verteilung der Einnahmen erfolgen soll, ein Prozess sein, die mit Rücksicht auf einen notwendigen Eintritt von USA in den Krieg erforderlich sein und vermeiden sollte, dass keine vertraglichen gegenseitigen Ansprache von uns gegenüber der Jasco bestehen. Es ist uns lediglich darauf an, in Vertrag festzulegen, dass in realistischen Zeitpunkt das finanzielle Ergebnis revidiert wird.

Die Patente über die eingebrachten Jasco-Verfahren ausschliesslich über sie inzwischen an die Jasco fuer USA, das British Empire und Frankreich übertragen worden. Über die übrigen amerikanischen Welt ist eine Übertragung nicht erfolgt. Gelegenheit der Übertragung haben wir uns von Edward bestätigen lassen, dass die Patente nur an die Jasco fuer die definierten Ausgabeprodukte der Jasco übertragen werden, und dass die Jasco auch fuer die anderen Kohlenstoffe, wie z.B. Kohle, ausschliessliche Rechte zurechnen. Auch in Zusammenhang mit dem Stolzwechsel über den ist nochmals festgestellt worden, dass nur fuer die Kohlenstoffe des Jasco-Vertrages eingebracht wird.

Mr. Singer

E.F.B.

SCA

Int Gen III - 220

Ja

Exemplification-2d Sheet-Form No. 115-A

ALL of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COKE, Judge of the District Court of the United States for the Southern District of New York, at the City of New York, in the Southern District of New York, this 14th day of June, in the year of our Lord one thousand nine hundred and forty-seven and of our Independence the one hundred and xxx seventh-first.

sig. William V. Connell
Clerk

(sinal)

UNITED STATES OF AMERICA,
ss
SOUTHERN DISTRICT OF NEW YORK.

I, ALFRED C. COKE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.

Dated, New York, June 14th, 1947.

sig. Alfred C. Coke,
United States District Judge.

UNITED STATES OF AMERICA,
ss
SOUTHERN DISTRICT OF NEW YORK.

I, WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District New York, do hereby certify, that Honorable ALFRED C. COKE, whose name is subscribed to the preceding certificate, is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, at the City of New York, in the Southern District of New York, this 14th day of June 1947.

sig. William V. Connell
Clerk.

RECEIVED JUN 13 1947-500-5496

"A CERTIFIED TRUE COPY"

- 6 -
E F D

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TRANSLATION OF DOCUMENT No. NI-10547
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Trans.Note:
Stamp: STANDARD.
Handwritten Note:
DUPONT NITROGEN.)

Ludwigshafen, 9 March 1934.

CODED LETTER.

Dr. K. Hochschwender,
Chemnyco Inc.,
521 Fifth Avenue,
New York, N.Y.

Dr. R./A.

Dear Sir,

To supplement our letter of 2 March 1934, we would ask you to consider the remark we made to the effect that it must first be clarified what view the German Government takes of international agreements about technical collaboration, we only want for your private information. Particularly it is to be recommended that in negotiations with Dupont this point should be avoided if possible. We hope that shortly there will be a clarification which will correspond to our attitude up to now in regard to questions of this kind and if possible we should therefore not allow foreign industry to gain the impression that in this respect we are not free to negotiate.

Yours respectfully,

IG. FARBEINDUSTRIE-UNTERNEHMENS-GESELLSCHAFT
Signatures.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALETSKY, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-10547.

DOROTHEA L. GALETSKY,
ETO 34079.

End

-1-

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DOCUMENT NO. MI - 10469
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

ANNOLD
Exhibit
S.12

October 9, 1935

SYNTHETIC RUBBER

Mr. W. C. Teasle
30 Rockefeller Place

Dear Mr. Teasle:

Dr. Fritz Tar Meer, one of the Directors of the I.G. who is in this country at the present time, called on me last week to discuss the synthetic rubber process which has been in his charge. The status of this project is that under the instructions of the economic ministry the I.G. have been endeavoring to force its development as rapidly as possible during the last year. They have at the present time a plant of 25 tons per month capacity. Within one month this capacity will reach 50 tons per month; within one year it will reach 200 tons per month, and beyond this point the instructions of the ministry are to raise the capacity to one thousand tons per month within three years. As regards quality the situation is as follows:

The product in its natural form is of very superior quality, especially for tire treads, showing an abrasion or wear resistance 50 to 100 better than that of the best natural rubber. Unfortunately however this characteristic is associated with a structure which makes it impossible to handle the rubber on the milling and compounding machines used in present rubber factories. As a matter of fact I do not believe that any large scale process has ever been developed capable of milling and mixing this product satisfactorily. The synthetic product may be mixed with a softening agent and when so mixed can be handled in the regular rubber machinery but its superior qualities are now lost and it becomes only an ordinary grade of rubber. Despite the most determined efforts no solution of this problem has been found as yet.

(page 1 of the original cont'd.)

From a cost standpoint Dr. Ter Meer was reluctant to give any definite figures but stated that the product was entirely hopeless from an economic standpoint in competition with natural rubber. The method of handling the present and contemplated production of I.G. is simply to sell it on a cost plus basis, the idea being that the rubber manufacturers will be compelled to take it according to a quota basis just as the gasoline distributors are compelled to absorb alcohol on a cost plus basis fixed by the alcohol monopoly.

(page 2 of the original)

Our I.G. friends have been following closely the development of the du Pont's synthetic rubber product, du Prano or chloroprene. This product was invented by a Jesuit chemistry professor at Notre Dame and sold to the du Ponts about four years ago. The du Ponts have improved the original product materially and while it starts from the same basis (acetylene) as the I.G. product, its production cost is materially lower because of the high percentage of cheap chlorine which the molecule contains. It is not especially suitable for tires although it can be used for this purpose, but has much higher resistance to oxidation and to solvents, especially mineral oils, than natural rubber.

The opinion of our I.G. friends is that for immediate purposes chloroprene is a more promising commercial synthetic product than their own product. Ultimately the two products may not be directly competitive but may go into different fields. Dr. Ter Meer proposes to endeavor to work out a deal with the du Ponts to take over the du Prano development for Germany. His hope is to substitute the du Prano development for the projected thousand ton per month development of his own process. The fundamental reason for this is that the German Government will, by the edicts of the economic ministry, be able to force an outlet for the I.G. synthetic rubber at a remunerative price. Nevertheless the I.G.'s capital will be invested in this large plant which but for the force of the Government behind it, could not be anything but a dead horse. On the other hand the same funds invested in a du Prano plant would show some return even without Government support. The gist of the matter therefore is that the I.G. would like to take over du Ponts' du Prano development for Germany and push it on a large scale in place of their own process. That makes the prospects for any successful development of the I.G.'s synthetic rubber process in the United States rather tenuous for the present.

(page 2 of the original)
cont'd.

The I.G. will not abandon their technical work on their own synthetic rubber in any case but if they are successful in the proposed deal with du Ponts, their own process will fall into second place.

There is a possibility of finding some common ground between du Pont and ourselves on the du Pont development in the United States through the Jacco and acetylene process. Acetylene is the raw material for du Ponts and we believe that the Eton House project has a good chance of turning out to be the lowest cost acetylene producer in the world. We propose to put this project into definite commercial form within the next few months by enlarging the plant into a 20 or 30 ton per day acetic acid plant. This will give us the required long term commercial experience with the production of and acetylene to provide a firm foundation for any synthetic rubber development, either our own or du Ponts. Du Ponts are very much interested in this process of ours and recognize its possibilities.

(page 3 of original)

As regards direct efforts to do something with the I.G.'s synthetic rubber in the United States, I recently had a call from Mr. R. T. Vanderbilt. He has picked up enough gossip on his synthetic rubber project from various sources to have a pretty good idea of its status. He is very much interested in the rubber business and urged me to permit him to take over this synthetic rubber development in the United States on almost any basis. He is very anxious to spend his money trying to do something with it here and is confident that he has the chemical ability in his organization to contribute things which the Germans could not contribute. I mentioned this to Dr. Ter Meer and we agreed that it is not desirable to bring any outside organization directly into this development on a full scale because this would entail giving them the benefit of a large amount of technical information which even now the patent situation constitutes the proprietary value of the synthetic rubber project.

I urged upon Dr. Ter Meer however further consideration of the possibility of letting Vanderbilt, on his own initiative and own expense, tackle the problem of endeavoring to find either (a) a softener for the present product which would permit of its being worked on present rubber machinery and without losing its exceptional abrasive qualities, or (b)

(page 3 of the original cont'd.)

a modification of the rubber machinery which would permit the rubber mills to use the straight synthetic product at reasonable cost. Dr. Tor Moor will further consider this matter and talk to me again about it before he leaves for Germany. I should like to have him meet you gentlemen at this time. He is one of the strongest men in the I.G. executive organization.

Very truly yours,

signature - A. L. Howard

cc: Mr. W. S. Parish
Mr. E. M. Clark.

"A CERTIFIED TRUE COPY"

- 4 -
E n d

114

file
R.L.M.

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN/RHEIN
Department for Nitrogen

Herrn Krauch

Confidential

TO:
Reich Air Ministry
Attention of Dipl. Ing. Haecklich,
Berlin W. 8,
Schrenkstrasse 68/70.

NO/op.120

3 July 1935/13.

With reference to today's telephone conversation between you and the undersigned (signature on the right) we inform you that we have manufactured a sample quantity of the new lubricating oil which we are holding for you ready for dispatch. We can deliver to you 10 liters or more at once. It is also in our interest, in order to carry on with our work, that you test this oil soon.

With regard to your memorandum of 24 June 1935 we would like to inform you, as already mentioned by telephone that the price for Nathanol was fixed at RM 0.25 per kilogram ex works and furthermore that it was assumed that the resultant quantities of Isooctane and Isobutane as well as Isopentane were to be taken over at the same price.

Regarding the American price of \$ 0.19 per liter for Isopentane we feel inclined to think that you based your calculations on the present rate of exchange of \$ 2.50 to the dollar. That is of course correct if one considers the price from the buyer's point of view. It is, however, not correct if one makes the comparison according to producer's costs. After the devaluation of the dollar no one in any way considers his

(page 2 of original)

change in production costs (raw materials, wages etc.) has taken place in America. If one converts these costs at the rate of \$ 2.50 - 1 $\frac{1}{2}$ the production costs show an apparent decrease of 40%. A correct comparison of production costs can therefore only be made if one works on the previous exchange rate of \$ 1.50 - 1 $\frac{1}{2}$. In the case in question 1 liter of isopentane would then not cost \$ 0.19 but \$ 0.32. As we have already mentioned before that the original product Isobutylene is contained in the waste gas of the

(page 2 of original, cont'd)

American refineries and was up to now only utilized as heating gas. As such it costs practically nothing. In our case, however, the point is that we have to manufacture Isobutylene (see our letter of 5 April 1935 to the Reich Air Ministry), and that Isobutylene itself makes up the main part of the price of RM 0.60 to 0.70 per liter which we quote.

With reference to the submission of tenders for the development of products which you invited in No. 2, paragraph III, we understand that in the case of Isobutylene development is proceeding satisfactorily. With regard to the development of the new lubricating oil which is now being worked on, we have a verbal proposal to you which we wish to repeat. We have promised to carry out the work in question with the utmost dispatch. Should suitable oils be produced, you would buy them from us at a price of RM 2.50 to 3.- per liter. It is expected that the original quantity would be approx. 5 tons.

In regard to the production of lubricating oils from German crude oils

(page 3 of original)

we would like to submit to you our proposals only after our new installation has been finished.

We shall come back to the last paragraph of your memorandum after we have discussed the question further.

German Greetings

I.G. FARBENINDUSTRIE AG. KATOWITZ

Signed: Fahrenhorst

Signed: p.p.
Mauller-Gunadi

/ Herrn Dir. Dr. Krauch, Oppau
" Dir. Dr. Schneider, Ludwigshafen
" Dr. C. Mauller, Proj. Büro, Oppau

TRANSLATION OF DOCUMENT No. NI-5931
CONTINUED

Copy

The Reich Air Minister

Berlin W 8, 27 June 1935.83
Behrenstr. 68/70

LC II 2 a
LC II No. 9351/35

Registered letter (Verbrief)
Strictly confidential

To

I.G. Farbenindustrie Aktiengesellschaft
Department for oils,

Attention: Mr. KESTEL,

BERLIN NW 7
Unter den Linden 78

Subject: Dr. MUELLER-GUNRADT

Enclosed please find record of conference in Ludwigshafen-Opau
on 21 June 1935 with the request to forward it to Dr. MUELLER-GUNRADT.

It is pointed out particularly that this record should be treated
as strictly confidential.

On behalf of

signed: MUECKLICH

Enclosure

1 Record

LC II 2 a

Berlin, 24 June 1935 5

Strictly confidential 1

7 copies
7th copy

R e c o r d

Subject: Development of special fuels and lubricants for I.G.
Conference with I.G. on 21 June 1935 in Dinslaken-Oppeln
followed by inspection of the experimental installations.

Present: Dr. HAUER-CURRIEL, I.G.
Dr. RICHTEL, Army Ordnance Branch (- Prof 6)
Dipl. Ing. HUCKELCH, Reich Air Ministry (LC II 2 a)

I. Iso-Octane production (Co.195/3).

The experimental installation for the production of 1000 liters of Iso-Octane per day was started at the end of May 1935 as planned and is working satisfactorily. On the basis of experience gained in the works up to now the I.G. will probably be able to dispense with further stages of development and be able to submit exact proposals to the Reich Air Ministry for the large installation planned at Wilmshausen by 10 July 1935.

According to non-obligatory information from the I.G. a price of RM. 0.60 to 0.70 per liter of iso-Octane is to be expected for the time being, if a price of RM. 0.25 per liter for the resultant Methanol can be obtained. Under more favorable production conditions in America a price of RM. 0.19 per liter of iso-Octane is quoted. The I.G. will make every effort to make the process more economical.

The experimental installation will shortly be able to increase production to 2000 liters per day and is accumulating stocks in order to have sufficient quantities available for the tests of the Reich Air Ministry. (Up to now 10 cubic meters in stock).

The tests of the I.G. and the Army Ordnance Branch concerning the use of the Methanol for automobile motors which is produced in the proportion of 2 1/2 to one had favorable results. Apart from mixing with normal automobile fuel (up to 10%) the use of pure Methanol is being tried out which, according to information from the I.G., can be carried out without much difficulty by using an additional device for the carburettor (partial combustion through sparking plug).

(page 1 of original, cont'd)

In a conference planned for 10 July 1935 between the Reich Air Ministry and I.G. the decisions of the Reich Air Ministry are to be facilitated by giving the following particulars:

- 1) I.G. makes known its proposals in regard to large-scale production of Octene in Waldenburg.
- 2) I.G. reports on its experiments about the utilization of Methanol.
- 3) Army Ordnance Branch (K. Pratzel) at Berlin in connection with the Military Economic Office (Klein-Schroder) to what extent Methanol can be taken over for use in motor vehicles.

On the basis of this information the Reich Air Ministry will decide in what quantities production of Iso-Octene will be considered for their purposes.

(page 2 of original)

II. Development of Lubricants.

The I.G. is engaged in the development of

- 1) Lubricant auxiliaries (Congoil)
- 2) Refining process (with a limited solvent)
- 3) Pure synthetic lubricants (from Clafin base)

The I.G. provides an experimental installation at Oppau which will be ready to operate by the end of August 1935 in order to be able to test all possibilities.

In order to meet the special demands of lubricating carburetor motors, it is desirable that the I.G. should again take up the relevant work in the fields of the Volitol process and pressure hydrogenation. Rejection of these processes due to the fact that they are uneconomical cannot be a primary consideration for the purposes of the Reich Air Ministry if production of extremely high-quality materials for a limited sphere of utilization can be achieved with their help.

The I.G. will comply with this suggestion by submitting definite proposals as soon as possible.

The Reich Air Ministry agrees to carry out motor tests on experimental oils in its own experimental stations until the I.G. has set up its own installations suitable for carrying out such tests. Lubricants made from German mineral oil (Baden, Wittenberg) and purely synthetic ones will be made available by the I.G. as early as July 1935.

Particularly promising seems the synthesis from Clafin-bases which has produced oils with excellent qualities by laboratory methods and utilizes waste gas.

TRANSLATION OF DOCUMENT No. NI-5931
CONTINUED

(page 2 of original, cont'd)

III. Regulating the collaboration between the Reich Air Ministry and I.G.

The wishes of the Reich Air Ministry relating to developmental work will in future be conveyed to the I.G. ^{as} orders to carry out developmental work for reasons of expediency, in order to obtain clarification of obligations on both sides.

The I.G. will comply with this proposal by submitting tenders for developmental work to the Reich Air Ministry as soon as possible.

IV. Ensuring secrecy of developmental work.

The I.G. is bound by contract to an extensive network of experience with Standard. This position is not intenable as far as developmental work which is being carried out for the Reich Air Ministry is concerned.

Therefore, the Reich Air Ministry will soon conduct an extensive examination of applications for patents of the I.G.

Furthermore, the I.G. will suggest the necessary security measures to the Reich Air Ministry under special consideration of the situation.

Signed: MUNCHLICH

25 June.

CERTIFICATE OF TRANSLATION

27 May 1947

I, Arthur MCKILLAN, Civ. No. 20191, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-5931.

Arthur M. McKILLAN
Civ. No. 20191

TRANSLATION OF DOCUMENT No. NI-10437
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Reich War Ministry.

DRAFT.

4 August 1937.

As 66 b 34 a (3)

W Stb Lbt. W Ro 423 37 E III d

(Trans. Note: Handwritten note:
WE/2208-) 29

Stamp:

----- Secret -----
: 1. This is a state secret according: :
: to para 83 of the Reich Penal : :
: Code. : :
: 2. Only to be passed on under sealed : :
: cover, if by mail as "registered" : :
: 3. Safekeeping at responsibility of: :
: addressee, under lock and key. : :

(transl. Note: Stamp:

To out 5 Aug 1937) (initial) R.

I.G. Farbenindustrie A.G.
Vermittlungsstelle W,

Berlin NW 2
Unter den Linden 82.

(Transl. Note: Marginal handwritten note:
d.)

Attached we are sending you a report on the meeting held
on 13 July 1937 at the Wehrmacht Office on "maintaining secrecy
on the improvements of I.G. processes for the production of
motor fuels and lubricants which are of importance to national
defence." (illegible initial)

I enclosure.

By order
(for Mureck ?)
(initials) 14/4 August.

(Trans. Note: Handwritten notes:
To the files 66 b 34 a (3)
W Ro III 2a

(page 2 of original)

W Ro III
File no. 66 b 34

DRAFT

Berlin, 13 July 1937

SECRET.

N O T E

on I.G. Process. Discussion in 13 July 1937.

Present:

Major Gutscher	}	Military Staff.
Capt. Dr. Madelsdorff		
Reg. Rat Dr. Ing. Wureck		
Dr. Ing. Stramminger		
Reg. Rat Dr. Ing. Hagemann		Armament Office
Patent attorney Dr. Kruse	}	Reich Air Ministry
Dipl. Ing. Kuecklich		
Dr. Schliephake	}	I.G. Farbenindustrie A.G.
Dr. Duden		
Dr. Diekmann		
Dr. Mueller-Conradi		
Dr. Kolbe		
Dr. Wetzel		

The latest stand of the I.G. process for the production of motor fuels, therefore also of aviation gasoline, is known to foreigners through publication and licenses. The present stand of developments is therefore to be released. Improvements of processes and/or new registrations of patents are to be sent to the Military Armaments Office (W Rm) for checking the necessity for maintaining secrecy.

The ethylene-lubricant process is known to foreigners through open patents (foreign patents) but according to I.G. it is not known that the quality of the oil made according to this process is so high. The ethylene-lubricant is superior in quality to every other airplane engine oil. Since this invention was however part of a field which was handled from many different sides the foreigners would probably have realized these possibilities themselves within about two years if these patents had been kept secret, whereas if the foreign patents had not been registered, I.G., and therefore the German Reich, could have lost income on licenses. Since the production of this oil is expensive, there has so far been no interest in this process, particularly since the special quality advantages cannot be seen from the registrations.

(page 3 of original)

By keeping the work being done towards the large scale exploitation secret it is possible to ensure that Germany has advantage.

Maintaining secrecy: I S O - O C T A N E.

It is possible for the foreigners, particularly the Americans, to produce iso-octane in considerable quantities, although on a different base (mineral oil). Under these circumstances the maintaining of secrecy seems useless.

With regard to iso-octane too it is desirable that the establishment of installations in Germany is kept secret. On the part of I.G. Farbenindustrie it was mentioned in this connection that as soon certain products are ready for delivery in larger quantities (as will be the case with ethylene-lubricant as well with iso-octane in the near future) the existence of production plants can hardly be kept secret. If it does become known it would however lead to unpleasant international reactions in view of I.G. Farbenindustrie's obligations to exchange know-how.

The state of knowledge for the production of aviation gasoline, iso-octane and ethylene-lubricant on 1 July 1937 is being fixed in co-operation

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between the Reich Air Ministry and I.G. Farbenindustrie.

I.G. will make no additional statements about the quality of the oils (aviation oil quality) which can be reached with regard to the ethylene-lubricant patent, which has actually been released, in order to justify its capacity for being patented.

In consideration of its exchange of know-how agreements I.G. Farbenindustrie is permitted to inform its partners in the agreements in a cautious way shortly before the start of large-scale production that it intends to start a certain production of iso-octane and ethylene-lubricant. The impression is however to be conveyed that this is a matter of large-scale experiments. Under no circumstances may statements on capacity be made.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALLSKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-10437.

DOROTHEA L. GALLSKI,
ETO 34079.

123

OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES.

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the District Court of the United States for the Southern District of New York, do find described in the clerk's minutes of trial in the case of STANDARD OIL COMPANY (N.J.) et al, vs. JAMES B. MAREHAN, as Alien Property Custodian, (Docket Number Civil 26 - 414) certain paper writings there, in the words and figures following, to wit:

Defendant Exhibit # D-379, generally described to be:

File memo by Hopkins 7-23-37.

FILE MEMORANDUM

July 23rd, 1937.

The I.G. manufactures a synthetic rubber which is marketed or to be marketed under the trade name "Buna". The Atlas Supply Company has been interested in obtaining this rubber for their product and the U.S. Rubber Company would, of course, be pleased to use it in manufacturing products for Atlas.

So far as I know foreign rights to the product outside of Germany and full information regarding the manufacture, use, etc., of the product have not been released to anyone by I.G. probably because the Hitler government does not look with favor upon turning the invention over to foreign countries, and also because the I.G. may fear that if any other concern starts working with their product, they may develop methods of processing, milling, improvements, etc., that might cramp I.G. in the promotion of its own invention. It is highly desirable from a Jersey standpoint that if any rights are to be released in the U.S., it should be done through Jersey so that Atlas may benefit and this should be to the interest of I.G. because Jersey's connection with U.S. Rubber could be used to assure adequate promotion.

It is rumored in the rubber trade that the R. T. Vanderbilt Company has been given samples of the material by I.G. which are not available to others, and if this means that I.G. is considering having their invention handled by Vanderbilt rather than through Jersey interests, it may be well to approach I.G. and explain our viewpoint.

M.B.Hopkins

(handwritten remarks illegible)

(page 3 of original.)

Exemplification-2d Sheet-Form No. 113-A

ALL of which we have caused by these presents to be exemplified and the Seal of the said District Court to be hereunto affixed.

(seal) WITNESS, the Honorable ALFRED C. COXE
Judge of the District Court of the United States
for the Southern District of New York, at the City
of New York, in the Southern District of New York,
this 14th day of June, in the year of our Lord one
thousand nine hundred and forty-seven and of our
Independence the one hundred and seventy-first.

signed: William V. Connell

Clerk

UNITED STATES OF AMERICA.

SS:

SOUTHERN DISTRICT OF NEW YORK

I, ALFRED C. COXE, one of the Judges of the District
Court of the United States for the Southern District
of New York, do hereby certify, that WILLIAM V. CONNELL,
whose name is subscribed to the preceding exempli-
fication, is the Clerk of the said District Court,
lawfully appointed and sworn, and that full faith and
credit are due to his official acts. I further cer-
tify that the Seal affixed to the said exemplifi-
cation is the Seal of the said District Court, and
that the attestation thereof is in due form of law.
Dated, New York, June 14th 1947

signed: Alfred C. Coxo
United States District Judge.

(page 3 of original, cont'd.)

UNITED STATES OF AMERICA

SS:

SOUTHERN DISTRICT OF NEW YORK

I, WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District New York, do hereby certify, that Honorable ALFRED C. COXE whose name is subscribed to the preceding certificate, is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed the Seal of the said Court, at the City of New York, in the Southern District of New York, this 14th day of June 1947.

(Seal)

signed: William V. Connell

Clerk.

" A CERTIFIED TRUE COPY "

-4-

E N D.

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DOCUMENT NO. NI - 10470
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

August 9, 1947

Butadiene - Buna Rubber

PERSONAL & CONFIDENTIAL

Mr. F. A. Howard
London

Dear Mr. Howard:

I am attaching a memorandum which covers the conversation which Dr. Carl Mueller had with Mr. Russell and myself. This subject may arise in your discussions with the I.G.

Dr. Hopkins informs me that we can arrange to furnish the ten tons per month of secondary butyl alcohol which the I.G. requires for their pilot plant operation. At the present time we are short of secondary butyl and have to take it from the market, under which circumstances we believe that the I.G. should pay the Alcohol Company the full market price of \$2/lb., in Aruba, I.A.S. No refrigeration will be available at Baybay for making more secondary butyl until October, at which time we will be in a position to make more than our market requires and will be able to supply the I.G. requirements at some fair price based on the inherent cost of production.

Very truly yours,

R. T. FISHER

HWF:HF
att.

c.c. Dr. N. E. Hopkins

(handwritten:)
M B H

Dear Carl: You and Mr. Howard may wish to discuss this supply of secondary butyl with the I.G., and I shall be glad to give you any further information I can before you leave.

RTF

(handwritten:)

standard 547
502 M B H 8/43 9/43
10/43

MEMORANDUM FOR FILES

July 25, 1937

Butadiene - Buna Rubber

In a discussion with Mr. Russell and the writer, Dr. Mueller outlined some very interesting developments in the preparation of butadiene for polymerization to Buna Rubber. The new process consists in chlorinating *n*-butylene with subsequent dehydrochlorination at 500-600° C. in the presence of a catalyst. Yields approximate 80% on the butylene and are probably of a comparable order on chlorine. The two steps of the process may also be conducted simultaneously.

The I.G. is desirous of expanding this operation in a pilot plant so that the butadiene so prepared may be made into Buna Rubber on such a scale that finished articles, such as automobile tires, can be made therefrom. They plan on making *n*-butylene from secondary butyl alcohol and would like to arrange for supplies from us. Approximately 10 tons/month of secondary butyl alcohol will be required to manufacture 200 kg of Buna/day.

It is felt that this development is of particular importance in the United States because of the availability of raw materials, and may be so significant that it alters the entire picture with respect to Buna in this country. It immediately becomes important to study the production and purification of *n*-butylene, and in particular the following questions:

1. When *n*-butene is dehydrogenated, what is the distribution between *n*- and *i*-butylene?
2. What methods are available for concentrating and purifying *n*-butylene?
3. Because of the potential reduction in cost of Buna Rubber, what are the possibilities of desirable combinations of Buna with Vistanex?
4. As a corollary, what will be the effect on butylene polymers for gasoline use if substantial quantities of *n*-butylene are removed therefrom.

The writer is developing the answers to the above questions, and the whole matter is treated very confidentially for the time being at the request of Dr. Mueller.

H. W. FISHER

HWF:HF

845

A CERTIFIED TRUE COPY

(2)
(End)

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(Page 1 of Original)

(Handwritten)

October 1st, 1937

ARNOLD
EXHIBIT

COPY 3116

L-3116

Mr. P.W. Moss,
c/o Stenoco S.F.,
52, Avenue des Champs Elysees,
Paris.B.

Dear Mr. Moss

I understand that you are sailing from New York to-day and I am very much disappointed that you and Mr. Bedford did not come over in time to show me Paris. I am sailing on the "Britannic" to-morrow (Saturday).

As you know most of my time since I came over here has been spent in connection with the Alcohol project for England. Information which is necessary for determining the advisability of the project has been obtained but there are still a number of questions to be answered before any recommendation can be made. There is one very big stumbling block which may throw the whole thing overboard. That is the Government attitude towards giving us a subsidy now enjoyed by the fermentation people and the continuance of road tax exemption for the alcohol content of petrol.

Mr. Bedford may be interested in some information I obtained in Germany regarding the synthetic substitute for rubber "Buena". At a meeting with some of the IG officials who are responsible for determining the policy in connection with this product Dr. Termser, who is a Director of the Company, was very emphatic in stating that he did not consider it advisable to place responsibility for marketing

(page 1 of Original cont'd.)

"Buena" in the hands of any one company in the United States. He was positive about this and when alternatives were proposed he was very firm. At the present time the manufacture of "Buena" in the United States is not considered economical costs are entirely too high. The government does not yet permit export from Germany except by special government permit in every instance. So far sample quantities are to be shipped to the following in the United States: - Goodrich, Raybestos, Vanderbilt, Goodyear and Manhattan Rubber.

The IG is going ahead on a very large scale with the production of "Buena" in Germany but this is possible only because of Government support and Government determination to be independent of foreign rubber supplies. There are a number of different grades of "Buena" and the interest to U.S. firms is confined to utilisation for special purposes rather than as a general substitute for rubber.

Yours very truly
M.B. HOPKINS

For.

B.M. LAKE

LBH/BVL.

" A CERTIFIED TRUE COPY "

- 2 -
END.

131

D R A F T

SUPREME COMMAND OF THE ARMED FORCES

Az 65 b 9030 Economic Armament Office/No III
No. 775/40 g

6 February 1940

(Translator's Note: Handwritten notes!)

123

WB/2205 - F

Secret

out 7 Feb. 1940

To Dr. Bueteffsch
Vorstand member of I.G. Farbenindustrie A.G.,

Leuna Werke near Merseburg

Re: Exchange of know-how with foreign companies
with regard to mineral oil

Ref. Your letter of 25 Jan. 1940 to Colonel Becht
with attached file memo.

According to a request by the Chief of the Military Economy and Armament Office General Field Marshall Goering has stated that on principle he agrees that the exchange of know-how with regard to mineral oil arranged by agreement between the German production firms and the large oil companies abroad may be continued during the war too as sketched in the file memo referred to above.

It is however necessary that you yourself in your capacity as head of the Economic Group Motor Fuel Industry as well as Vorstand member of I.G. Farbenindustrie A.G. take over the responsibility for seeing that matters to be kept secret in the interests of national defence do not become known abroad.

(Translator's Note:
Marginal Note: d/)

(Translator's Note: Handwritten Note!)
C 5/2

THE CHIEF OF THE SUPREME COMMAND OF THE
ARMED FORCES

By order:

(Initial:) Th (for Thomas) 5/2

After dispatch

Copy for information
with reference to talk between
Ob. Reg. Baurat Lehman-Hallens and
Ob. Reg. Baurat Dr. Wureck on 3 Feb. 1940
J.A.

(Translator's Note: Handwritten note!) C 6/2

To Rue. (Armament Office) out 6 Feb. (illegible initials)

To the Files
W No III

(Translator's Note: Handwritten notes:
some illegible):

WB/2205-F

130

Ro.

(initial) Th. (for Thomas)
General Field Marshall Goering
for decision

Dr. Heinrich BUSTEFISCH
Vorstand member of
I.G. Farbenindustrie
Aktiengesellschaft

Leuna Werke
near Merseburg
25 January 1940

To Colonel Becht
Supreme Command of the Armed Forces
Branch Office I

Berlin W
Kurfuerstenstr. 63

Dear Colonel,

Attached I am sending you the file memo agreed upon with
General Thomas and would ask you to pass this note on to the General.

Heil Hitler!

(signature) Bustefisch

(Translator's Note: Handwritten notes:)

Agreed.

Enclosure

Director Dr. Bustefisch bears responsibility that nothing
of importance to military or defense policy gets out.

(initial) Th. (for Thomas)

(signature) Goering

d.

... 30 Jan. 1945

(Page 3 of original)

(Translator's Note: Handwritten Note:)

WB/2205-F

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FILE MEMO

There are agreements and arrangements between the German production
companies (I.G. Farbenindustrie A.G. and Ruhrchemie) and the large oil
companies such as Standard Oil, Shell, etc. with regard to mineral oil.
Amongst other things, these agreements provide for the exchange of
know-how with regard to mineral oil between the parties to the contract.

This exchange of know-how which is still being handled in the
usual way by the neutral countries abroad even now and which is transmitted
to us via Holland and Italy firstly gives us an insight into the
development work and production plans of the companies and/or their
countries and at the same time informs us about the stand of technical
development with regard to oil. In these know-how reports drawings and
technical details about the most varied subjects, are passed to us. The
contractual obligations mean that we too must make our experiences with
regard to oil available abroad within the framework of the agreement. Up
to now we have carried this exchange of know-how out in such a way that
from our side we have only sent reports which seemed unobjectionable to us
after consultation with the OKW and Reich Ministry of Economy and which
contained only such technical data as concerned facts which are known or
out-of-date according to the latest stand. In this way we have managed

the handling of the agreements so that in general the German economy remained at an advantage.

In order to maintain the contact with neutral countries abroad and/or the oil companies located there, we consider it expedient to continue this exchange of know-how in the form drawn up, retaining on our part the guiding principle that under no circumstances must any know-how of military or military-political importance get abroad in this way. In all cases of doubt contact with the Reich offices concerned must therefore be made.

A decision must be reached on whether or not the exchange of know-how should on principle be continued.

(initials) Das (for Buetefisch)

Berlin NW 7
25 January 1940

(Page 4 of original)

D R A F T

Raw materials Dept.

63 b 9030 No III
Nr. 724/40g

Berlin, 8 February 1940

(Translator's Note: Handwritten notes:
WB/2275-3 132

SECRET

To Rm. (Armament Office)

(Translator's Note: Handwritten notes:
out 9 Febr. (illegible initial)

Attached we are returning the suggestions sent to us.

In the meantime the matter has been settled - as was already noted in the talk between Ob. Reg. Baurat Lehmann-Halens and Ob. Reg. Baurat Dr. Murock - by the decision of General Field Marshall Goering that the exchange of know-how arranged by contract between I.G. Farbenindustrie A.G. and the foreign mineral oil companies with regard to mineral oil shall be continued. Reference is made to the copy of the letter OKW File No. 66 b 9030 Economic Armament Office/Raw Materials III No. 775/40g of 6 Feb. 1940 which you have.

By order

4 enclosures

(initials) Ma (for Murock) 8 Feb.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. NI-10447.

DOROTHEA L. GALEWSKI
ETO No. 34079

(E N D)

(Page 1 the Originals)
Thomas Hanse

Millbank London S.W.1.

Noted R.P.G.

CONFIDENTIAL

March 23, 1938

London.
15th March, 1938

Mr. R.P. Russell,
New York.

Dear Bob,

At my meeting with the I.G. gentlemen in Berlin on the Buna question, it developed that very rapid strides were being made in all phases of the Buna development, and there is even a prospect that this development will very soon stand on its own feet economically in competition with natural rubber under manufacturing conditions and costs in the United States. This is not only in the specialty field of high-priced products, but in the main field of tyre manufacture. Certain difficulties still exist which prevent our I.G. friends from giving us full technical information and proceeding in the normal manner with the commercial development in the United States. It is to be hoped that these difficulties will be surmounted in the near future, and we here desire to do everything possible to bring about that result.

In view of the very genuine spirit of cooperation which Dr. ter Meer displayed, I am convinced that it is not only the right thing to do, but the best thing from every standpoint to pass on to them full information on the copolymer at this time. I do not believe we have anything to lose by this which is comparable with the possible benefit to all of our interests.

With best regards, I remain,
Yours very truly, signature
Frank A. Howard.

FAH/WAG.

"A CERTIFIED TRUE COPY"

-1-
E H D

15 January 1942

(STAMP:) SECRET

- 1) This is a state secret within the meaning of Art. 88 of the Reich Penal Code
- 2) When passed on, in sealed envelope only; when forwarding by mail, registered only.
- 3) To be kept under lock and key at the responsibility of the receiver.

Professor Dr. C. KRAUCH

with letter Reichsamt fuer Wirtschaftsaussen (Office for Development
of National Economy)
Berlin W. 9
Scharnstrasse 128

Dear Herr Krauch,

I understand from Vermittlungsstelle W that you wish to receive data on action taken by us in the United States regarding Buna. I desire from reverting in detail to the very first discussions and superficial contacts with parties interested in Buna in the USA. As you are well aware, mention of our work on Buna had already been made incidental to the consummation of the first Standard Oil agreement. At a later date, casual contacts followed with Standard and Dupont which, however, failed to have practical results.

In the spring of 1937, Mr. Sebrell came to see us; one of the prominent chemists of the well-known rubber goods factory, Goodyear Tyre & Rubber Co. Mr. Sebrell informed us about experimental work done by the firm of Goodyear with polymerization compounds obtained in copying our Buna S, and Buna N, and he brought us samples which, it is true, were not exactly like our products but which nevertheless showed that in their own experimental work the firm of Goodyear had made rather good progress, so to say. In view of the experimental work done by his firm, Mr. Sebrell asked for an exclusive license on our Buna patents for U.S.A. This we declined at the time because we were of the opinion that the moment for doing work in a foreign country had not as yet come. Nevertheless, the Goodyear Company's information - evidently they had already found a supplier for Butadiene and Styrol at a later date we learned that the firm in question was the well-known firm of Dow in Midland - caused us to do some thinking and in the spring of 1938, this brought about the discussion with Brigadier General Loeb as well as Dr. Mulert and Dr. Eckell. The report which I dictated on the basis of this discussion is attached as enclosure No. 1.

Under the date of 8 October 1938, we then received a letter from the Reichswirtschaftsministerium (Reich Economics Ministry, attached as enclosure No. 2, giving us authorization to exploit abroad the Buna patents processes and experiences.

At about the same time discussions took place with Under-Secretary of State Brinkmann in RWiM (Reich Economics Ministry) who was highly interested in proceeding with Buna in the USA, with a view to using this to advantage during forthcoming negotiations with Washington in matters pertaining to commercial policy.

(Page 2 of original)
(Second page of document)

On the results of negotiations which I conducted in November and December 1938 in the USA, on Buna, I reported to the RMW as per the attached memorandum (enclosure No. 3). Incidental to that trip no contract arrangements of any kind were entered into with American firms.

In the summer of 1939 all the important American firms using rubber in their manufactures made experiments with Buna S, under the supervision of Dr. Koch of Leverkusen. At that time, American tyre factories produced tires - evidently without encountering essential difficulties - which consisted of a carcass of natural rubber provided with Buna protection and which were to serve primarily the purpose of improving the wearing-off characteristics of our Buna S applied for street service. On this some opinions by American firms are available; in all other respects experiments were interrupted because of the outbreak of the war.

In September/October, negotiations were conducted with the RMW^(*) on the subject of the formal transfer of Buna patents - to the extent that the British Empire, France and the USA were concerned - to Standard Oil. Authorization to that effect was granted according to letters attached as enclosures 4 and 5.

In conclusion I should like to state that except for the license agreement concluded with our ally, Italy, processes and experiences on the production of Butadiene and the manufacture of Buna S and N, were never made available abroad. On the other hand, processing of Buna in foreign countries is known as considerable quantities - especially of the oil-resistant type of Buna E (Perbunan) - were exported before the war.

On Tuesday, the 20th of this month, I shall be in Berlin and shall be glad to reserve time for you if you should like to learn more details. In case you have no other engagements on that day we could perhaps have breakfast at the Laenderbank, together with Herr Schmitt. As I have an appointment at the RMW for 11:30 I believe, however, that I shall hardly be available before 1:30.

With kind regards,

Your

(rubber stamp) Dr. F. ter MEER

Enclosures

§ (Translator's Note: This presumably stands for 'copy to' Dr. Ambros Vermittlungsbüro)

(*) and the OKW (High Command of Armed Forces)

(Third Page of Document)

Enclosure 1

Conference at the Reich Economics Ministry
on 18 March 1938

PRESENT: Brigadier General Loeb
Ministerialdirigent Dr. Mulert
Dr. Eckell
Dr. ter Meer

Subject: Action taken in the U.S. concerning Buna.

Dr. Eckell who had been informed about the request of the Goodyear Co., for granting an exclusive license for our Buna patents in the U.S.A. as well as about the Goodyear Co.'s report on investigations concerning Buna and about that firm's own polymerization experiments had already reported on the status of these matters to Brigadier General Loeb. I, in turn, described at considerable length the factual situation in the U. S. A.

The problem of making the American rubber goods industry independent of the regular supplies as they were being received from English and Dutch colonial plantations, has been in existence already since the first postwar years. Henry Ford's plantation attempts at Haven, in the State of Para (Brazil) are known; so are the Firestone Co.'s plantations in Liberia, and the acquisition of important caoutchouc plantations in the Dutch East-Indies by the U.S. Rubber Co., Goodyear, and the Manhattan Rubber Co. Germany's going in for large-scale manufacture of Buna S, the realization abroad, especially in the U.S.A. that Buna S is a suitable tire rubber and, finally, the possibility as it presented itself to the U. S. A. - to produce Buna S at prices approximately equal to the average price of natural rubber created an extraordinarily great interest in America for the whole problem. Conferences which up to now had the sole object of easing the minds of American interested parties and possibly to prevent an initiative on their own part within the frame of butadiene rubber were held with Standard, Goodrich, and Goodyear. We are under the impression that one cannot stem things in the U.S.A. for much longer without taking the risk of being faced all of a sudden by an unpleasant situation and lest we be unable to reap the full value of our work and our rights.

The patent situation in the U.S.A. was described in brief outline. Our patents covering the agent for mixed polymerization (Buna S and N) are very strong and do not expire until 1950 and 1951, respectively. We have, furthermore, the tire patents for Butadiene rubber. Therefore, as long as American experiments - which as we know very well are being carefully carried out by such important firms as Goodyear and Dow - remain within the above mentioned patent sphere there is no danger. It is, however, not entirely unlikely that by using new agents which polymerize types of rubber for technical application might be developed which are no longer covered by our patents, in which case the question of "whether dependent or not"

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(Page 2 of original)

will lead to legal uncertainty. In the past it has happened repeatedly that infringement by our American Concern occurred, involving economically very important fields of patents, which resulted in very expensive patent law-suits lasting for years. In view of our foreign exchange situation no argument is needed to prove the difficulties arising merely in carrying on such a patent law-suit; but it is more serious still that while such a law-suit is on, the consumation of favorable license agreements with third parties cannot be effected. Because the duration of patents is limited and because law-suits until they have been passed on by the highest instances may take many years, one may well fear that all of our patent property loses its value completely.

The American Patent Law does not make licensing mandatory. It would nevertheless be conceivable that because of the extraordinarily grant

importance of the rubber problem for the U.S.A. and because tendencies for restoring military power are very strong there too, considering the decrease in unemployment, etc. a bill for a corresponding law might be submitted to Washington. We, therefore, treat the license requests of the American firms in a dilatory way so as not to push them into taking unpleasant measures. In all other respects this is somewhat counter-balanced by our relations with Standard Oil and our acquiescence, in principle, to line up with Standard Oil in the first place, as the supplier of raw materials, in the event of an exploitation of our rubber patents in the U.S.A.

Then the American raw materials situation was gone into at length and a description given of large-scale production of Butan as it has been developing in the U.S.A. since 1925-26 and of the new industry arising by the production of polymer benzene. Because Isobutylene can here be used to advantage huge quantities of normal type Butylene are available for the production of Butadiene which according to calculations made known to us lead to the expectation that the Butadiene price in U.S.A. will be approximately RM 0.30 per kg. Because all necessary prerequisites for cheap Styrol also are given for the U.S.A. one can expect that, depending upon the order of quantity and including amortization, a cost price of less than RM 1.— can be obtained for Buna S in U.S.A. The differences in evaluation existing between the U.S.A. and Germany as applied in the exploitation of Butan were thoroughly discussed. It was further announced that we are working in Oppau and in Lemna on two different processes for the production of Butadiene from Butan and Butylene, respectively, which presumably will be ready for final investigation in the fall of this year.

Pursuant to the above the possibility was discussed in detail, through strict reserve on our part to put the breaks on for developments in U.S.A., especially with a view to preserving secrecy in regard to other countries. The four-step process was published years ago. Dupont has unrestricted control of the two-step process, all over the world. Butadiene, obtained through certain types of oil cracking processes, is already within reach for the U.S.A. in appreciable quantities. Work on producing Butadiene from Butan and Butylene is being done by firms commanding important positions, such as, among others, Standard Oil. Sodium polymerization is not covered by patent. Mixed polymerization according to

(Fifth page of document)

(Page 3 of original)

the emulsion process is described in the respective patents. Next to Germany America is the country which has the most exact knowledge concerning the field of polymerization. Processing questions such as splitting up, softening agents, etc. are matters with which American rubber manufacturers are at least as familiar as German manufacturers. In view of such conditions an attempt to hold back the development of things in U.S.A., by affecting secretiveness would mean nothing else but indulgence in illusions.

Finally, there was reference to a remark not devoid of significance, as made by Mr. Howard of Standard Oil, on the combined effect of all factors. The unfriendly, to some extent even hostile attitude of the American government and of wide circles of American industry as regards German developments since 1933 is known. Fulfillment of the American dream for independence as regards natural rubber would make the deepest impression on the above-mentioned circles; it would constitute a tremendous increase of prestige for Germany and, possibly,

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TRANSLATION OF DOCUMENT NO. NI-10455
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might serve to improve the difficult trade relations between U.S.A. and Germany.

After a thorough discussion of all of the above viewpoints which Ministerial Dirigent Dr. Mulert endorsed whole-heartedly, Brigadier General Loeb declared there exists a chance that one might comply with our proposal to consider initiation of negotiations in the U.S.A. for the fall of 1938. This would be contingent, however, according to him on the stipulation that our German work on Buna II and III would in no way be slowed up thereby. The Economics Ministry will negotiate along these lines with the other pertinent agencies in Berlin.

Pfm (Frankfurt/Main), 21 March 1938.

(Sixth page of document)

Copy

Enclosure 2

Der Reichswirtschaftsminister
(Reich Minister of Economics)

Berlin W 8
Behrenstrasse 43

I Chem (Chemistry)/166/38 g

8 October 1938

S e c r e t

I.G. Farbenindustrie A.G.
Frankfurt/Main 30
Gruenburgerplatz

Gentlemen:

Subject: Exploitation of Buna Patents - Processes - and Experiences
abroad.

Referring to negotiations conducted with you regarding the above subject matter and in agreement with the High Command of the Armed Forces I am giving my consent to the utilization of Buna patents - processes and experiences abroad. This authorization is to cover the manufacture and processing of Buna, with regard to the latter to the extent only as this involved I.G. Farbenindustrie's own experiences. It covers the granting of licenses, the exchange of experiences and directions as they are required in the exportation of Buna as regards further processing.

In the case of findings which are basically new for the Buna field it is your duty to obtain my consent before making same available in foreign countries.

Until further notice the following will not be included in the release: Russia, Lithuania and Czechoslovakia.

I also wish to bring to your attention that the High Command no longer objects to making such I.G. Farbenindustrie Buna patents available for treatment by the public as are covered by applications filed prior to 1 May 1938, which patents so far were kept secret and bear the numbers J 55 373, 56 777, 57 318, 57 383, 57 406, 57 532 and 59 072.

You are asked to advise me by return mail which are the patents for which granting of licenses is being proposed. Subsequent inclusion

TRANSLATION OF DOCUMENT NO. WL-10455
Cont'd

of additional patents is subject to authorization by me.

As regards contemplated negotiations abroad in matters pertaining to the Buna field, and on the progress made in such negotiations you are asked to advise me in opportune time as the cases arise. My consent must be obtained before final consummation.

By order

(signed) LOES
(signed) Signature
Clerical Assistant

Stamp of
Reich Ministry of Economics

(Seventh page of document)

Enclosure 3

Negotiations on Buna in U.S.A.
in November/December 1932

The trip to U.S.A. was undertaken for the dual purpose of finding out, on the one hand, what raw materials' basis is available in U.S.A. for the manufacture of Buna and what, presumably, the cost price there could be expected to be and, on the other hand, to arouse consumers' interest in the use of Buna.

Discussion with Standard Oil Co.

In the big refineries of Standard Oil Co. refining gases are available which contain Butan and Butylene. Using these refinery gases in the working process of C_4 fraction is obtained consisting of approximately 70% Butan and approximately 30% Butylene. One-fifth of Butan constitutes Isobutan; the balance is n-Butylene. Isobutylene is being processed into Isobutyl alcohol or into polymer benzine. The n-Butylene residue is available for the production of Butadiene. Over and above is an additional Butylene mixture can be produced through dehydration of Butan. In one of the Standard Oil Co's plants alone sufficient Butan is available to permit the daily production of 80 tons of Butadiene or in round figures, 1000 tons of Buna S! Ethylene from crack gases is available or can be obtained in sufficient quantities to take care of the needed Styrol share.

Based on a yearly production of 24,000 tons of Buna S the Butadiene price is calculated to amount to less than 50 Pfennigs per kilogram, the Buna S price being RM 1.-, in round figures, per kilogram including amortization, but not including capital interest. These prices - as they are based on the phase of our experiences on the production of Butadiene from n-Butylene - could be obtained on a tentative basis only and, consequently, should serve merely to indicate quantity ranges.

Aside from its position as raw materials' supplier Standard Oil Co. itself - although indirectly - is interested in the Buna production because at their filling stations scattered all over the country they are also handling rubber tires under their own trade name, the so-called Atlas Tire. They are

(Eighth page of document)
(Page 2 of original)

having this tire manufactured by Goodrich and by U.S. Rubber, divided between them about evenly. Of the total American tire production 10% as a round figure are being sold through Standard Oil Co.

Discussions with Rubber Processors:

They took place with:

United States Rubber Co.
Firestone Tire & Rubber Co.
Goodrich Tire & Rubber Co.
Goodrich Co.
General Tire & Rubber Co.

In rough outline the scientific and technical development of Buna S in Germany was described and it was pointed out that Germany was intending to cover within the near future its entire requirements in passenger car tire fittings, with the final aim of making herself completely independent of the importation of natural rubber in the course of time. This manner of proceeding is justified from the viewpoint of political economy since in practically all fields of application Buna showed qualities superior to those of natural rubber. As it became possible, in 1936, to obtain by means of thermal decomposition of Buna S a type of material which for processing qualities comes very near to natural rubber after it has been roughed down and, consequently, can be processed by the same type of apparatus as natural rubber, the moment seemed to have come also to arouse the interest of American rubber consumers for Buna S.

All of the five firms expressed their interest and their readiness to make tire experiments with Buna S and to test its utility for application outside of the firm field likewise. For this purpose smaller quantities are to be furnished for experimental purposes in the beginning of 1939; after some have been tested on a laboratory scale larger quantities (several tons per firm) would be supplied for experimental purposes, in about April/May 1939, with a view to carrying out large-scale tire experiments. In order to avoid failures we promised to facilitate the experimental work by sending one of our technicians over.

Seen from an all-around angle we met with an amazingly liberal way of thinking in U.S.A., especially on the part of the four largest rubber consumers; which this attitude was repeatedly corroborated by utterance of appreciation specifically for the great technical advances made by the German industry in the course of recent years.

Frankfurt/Main, 24 February 1939

(Ninth page of document)

Copy

Enclosure 4

The Reich Economics Minister
-II Chem (chemistry) 31058/39 G

Berlin W 8, 13 October 1939

I.G. Farbenindustrie A.G.
Attention of Dr. ter Meer

Behrenstrasse 43

Secret

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TRANSLATION OF DOCUMENT NO. HL-10455
Cont'd

Frankfurt/M. (20)
Gruenburgerplatz

Gentlemen:

With reference to discussions with you as regards the transfer of
Buna patents to the Standard Oil Co. of New Jersey, you are hereby
informed that no objections against this are being raised by me.

By order

(sigd.) VON RANKE

Certified to:

(sigd.) Signature
Clerical employee

Stamp of
Reich Economics Ministry

(Fifth page of document)

Enclosure 5

Copy

Berlin W 35, 11 October 1939

Oberkommando der Wehrmacht (High Command
of the Armed Forces) no. 5 & 31 W 31a (staff) W1
(military economy) VII no. 10337/39

Secret

refer to: your letter Dr. L/xx of 6 October 1939
Subject: Transfer of Buna Patents to Standard Oil Co.
of New Jersey

To

I.G. Farbenindustrie A.G.
Attention: Dr. GUTENFLOTH
Berlin W 7 Unter den Linden 62

Gentlemen:

I consider your proposal for transfer to the Standard Oil Co. of
New Jersey of Buna Patents as they exist for the British Empire, for
France and the United States appropriate and it finds my approval.

The Chief of the High Command of the
Armed Forces I.A. (by order)

(sigd) Signature

CERTIFICATE OF TRANSLATION

I, HERTHA C. KNUTH, AGO NO. X-645355, hereby certify that I am thoroughly
conversant with the English and German languages; and that the above is a
true and correct translation of Document No. HL-10455.

HERTHA C. KNUTH
U.S. Civilian
AGO NO. X-645355

END
-C-

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(page 1 of Original)

Standard Oil Company
Incorporated in New Jersey)

Extract from Executive
Committee Memoranda
Date April 4, 1938
Present
WBF, RAG, FHB, Jr.,
DLH, TCHC
at 10:30 A.M. meeting

"III. Germany

SYNTHETIC RUBBER - With reference to Committee memorandum of October 1, 1937, Mr. Howard brought the Committee up to date on the progress made in the synthetic field in Germany since his last report. One commercial plant has been finished, is now producing 300 tons per month of synthetic rubber and will produce at the rate of 2,000 tons per month by the end of this year; a second plant will be finished early in 1940, and a third early in 1941. When completed, these plants will give Germany a synthetic rubber production capacity of 75,000 tons per annum as compared with the country's present total requirements of 60,000 tons.

Information which we had expected to receive about the technical aspects of this development, in line with the understanding Mr. Howard reported on October 1, 1937 (pages 6 and 7), has not been forthcoming as a result of the German Government's refusal, because of military expediency, to permit I.G. to reveal such information to any one outside Germany. Mr. Howard did develop, however, that present commercial operation indicates a cost, before fabrication, of about 40¢ per pound for the synthetic material. This would be greatly reduced by the process to be used on gas raw material in the United States. At the present time, milling costs of the material appear to be about twice as much as milling costs on

(page 1 of Originals cont'd)

natural rubber, but it is expected that in time those costs can be reduced so low that the cost of the finished product may be made reasonably competitive in the tire field. The process is already profitable in the specialty field. As an illustration, the DuPont's oil resistant rubber, Neoprene, sells for 75 ¢ per pound.

The Jasco understanding is such that, with respect to a product like this, developed by I.G. interests in the non-petroleum field, a 25% overriding royalty is first paid to I.G. before the pro rata sharing of returns. Also, I.G. has the deciding voice on policy questions with reference to their own inventions, as we do in the case of our inventions. Mr. Howard deplored the fact that the German Government's restrictions on I.G.'s freedom of action had prevented our making material progress in the American field, particularly as there is some indication that the American rubber companies are making independent progress along these lines. As an illustration, he understands Goodyear has already made tentative arrangements with Dow Chemical Company to go ahead in the synthetic field if progress is not made with us. He said he is to have a conference with Goodyear and I.G. representatives here on Wednesday.

As to the method of approaching the rubber industry, Mr. Howard felt less inclined to follow the patent license method than a program of interesting principal U.S. rubber companies with us and I.G. in a manufacturing plant conveniently located near a pipe line, as at Baytown, where low-cost butane would be readily available.

(page 1 of original cont'd)

Mr. Gallagher questioned whether the selfish interests of the rubber companies might not motivate them in holding back synthetic development if such an arrangement gave them the opportunity to do so. Mr. Howard pointed out that the U.S. rubber companies do not control their raw material, and probably would be as deeply interested in a commercial synthetic product as we and I.G. are. Committee felt this should be developed further. (See P.A. Howard & F.H. Bedford letters in A.C.H. files)

(page 2 of original)

Standard Oil Company
(Incorporated in New Jersey)

EXTRACT FROM EXECUTIVE
COMMITTEE MEMORANDA
Date April 4, 1938
Present
ESF, RWG, FHB, Jr.
Dih, TCMG
at 10:30 A.M. meeting

Page 2.

SYNTHETIC FATTY ACID - The third plant for the production of synthetic fatty acid is now finished in Germany and total domestic requirements are taken care of.

In connection with the utilization of this process in the United States, through Jasco, the deal made with Procter & Gamble provides for using about 15 tons per day, which represents one half the capacity of a small plant, to be priced in line with the going coconut oil market. The present difficulty is that our people have named a price of 2 ¢ per pound on the wax used, which hardly permits the plant to do more than break even on operations. A wax price of 1-1/2 ¢ per pound is necessary in order to show a good write-off on the investment. This aspect of the matter is still under discussion.

Messrs. H. J. Sadler, F. J. Abrams, R. E. Russell, H. V. Murphree, G. T. Gordon, S. F. Coleman and E. L. Shoemaker joined the meeting.

HOUDRY PROCESS - Committee discussed the memorandum analyzing the extent of likely Jersey interest in the Houdry process which was prepared by the manufacturers and representatives of the Coordination Department.

(page 2 of original cont'd)

This analysis indicated that, while there appeared to be no long-range advantage to Jersey in the use of this process, there might be some justification for covering ourselves with a short-term, say two-year, license for the use of it on a specified amount of refinery capacity if it only cost us our estimated savings to do so. At that, we ought to receive definite guarantees that the prices would give the results promised, otherwise our estimated savings might not be achieved. The best estimates indicate that a saving of about \$ 10,000,000 might be made in a two-year period which, assuming a payment of \$ 100 per barrel of change, would mean covering between 75,000 barrels per day and 100,000 barrels per day of productive capacity with the license.

Mr. Howard pointed out that evolution in patent practice convinced him the premise of determining license cost by estimating potential savings through its use was unsound, and that a proper valuation of a license should depend upon the preferential value of the process under consideration over other competitive processes. By such standards he did not believe a fair value could be considered more than \$ 3,000,000.

Apropos of our own patent position, Mr. Russell pointed out that our patent people feel (although outside patent opinion has not yet been received) that our plant design for catalytic cracking is based on practice which antedates the Houdry patents, most of which past practice is covered by our own patents, and it is unlikely Houdry could sustain a case against us for infringement.

It appears Standard Oil Development Company will have their plant designs for a 20,000-barrel-per-day plant ready for consideration about July 1.

(page 3 of original)

Standard Oil Company
(Incorporated in New Jersey)

EXTRACT FROM EXECUTIVE
COMMITTEE MEMORANDA
Date April 4, 1938
Present
WSF, RWG, FHB, Jr,
DLH, TCMcC
at 10:30 A.M. meeting

Page 3.

After discussion, Mr. Farish suggested that Messrs. F.A. Howard and F. W. Abrams prepare a draft of reply to the J. A. Brown letter (see Committee memorandum of March 23, 1938). It was felt that the reply should involve the following thought: we could scarcely pay anything for the Houdry patent if in the deal we were to receive no participation in cross licensing; consequently, are the Houdry people inclined to give consideration to our having a suitable pro rata participation?"

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DOCUMENT NO. N I - 10477
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

April 5, 1938

SYNTHETIC RUBBER

3 - FILE

Executive Committee
30 Rockefeller Plaza

Gentlemen:

Representatives of the Goodyear Rubber Co. and the Dow Chemical Co. called today to discuss with Jasco (I.G./ Jersey) their requests for an exclusive license under the I.G. processes of producing synthetic rubber. It had been agreed in advance that we could not accede to this request, but that we should try to hold the good will of these people. We informed them that, in our opinion, the problem required broader treatment than their proposal would permit.

As a result of discussion, the Goodyear gentlemen themselves were led in the direction of finally proposing exactly the same solution which seemed to us the most logical one to this problem, as follows:

That an attempt be made to work out some plan under which a group of the principal rubber companies would co-operate with us in the establishment of the new industry, with a view to accomplishing the following results:

1. Obtaining the lowest cost by having the largest assured outlet and lowest selling costs;
2. Obtaining ample capital as quickly as needed;
3. Preventing jealousies from arising which would slow up the development and lead to difficulties.

It was not clear exactly how the Dow company would fit into any such scheme, and they themselves appreciate this fact.

The meeting terminated, however, with the understanding that the Dow and Goodyear people would think over the problem and make us some further suggestions.

Jasco has requested the I.G. by teletype to give us permission to make a public announcement concerning our intention to proceed with the Buna development in the United States, when and if, in our judgment, such an announcement is required. We have no present intention of making such an announcement, but in view of the status of this matter, it may be that the story will break out any time,

THE EXECUTIVE COMMITTEE

April 5, 1938

and that we will be required to take some action promptly.

We do not wish to stir the matter up ourselves at the moment.

Very truly yours,

FRANK A. HOWARD

FAR:MF

A CERTIFIED TRUE COPY

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(Encl)

OFFICE OF CHIEF OF COUNSEL FOR WAR VETERANS

(Page 1 of the original)

Dr. Fr. TER MEER
Vorstandsmittglied
der I.G. Farbenindustrie
Aktiengesellschaft

Frankfurt a.M. 20
Grüneburgplatz April 9th, 33.
Dr. L/Ha.

Frank A. Howard, Esq.,

President

Standard Oil Development Company,

Noted R.P.
May 3 1933

20, Broadway

New York City

My Dear Mr. Howard,

Referring to your letter of March 15th from London, I wish to thank you very much for courtesy of sending me the detailed information about the new interpolymers of butadiene and isobutylene made by Standard Development Company. I have forwarded the various reports to our technical gentlemen concerned and they are giving them careful consideration. Naturally any definite opinion on the said interpolymers can not be formed at the present juncture, but a preliminary test of the samples attached to the reports seems to show that the material would not come into consideration for such uses where it is subjected to strong wear such as tires.

In accordance with our arrangements in Berlin I have meanwhile taken up negotiations with the competent authorities in order to obtain the necessary freedom of action in U.S.A. with regard to rubber-like products. As anticipated those

(Page 1 of the original, cont'd.)

Negotiations have proved to be rather difficult and the respective discussions are expected to take several months before the desired result is obtained. I will not fail to inform you about the result in due course.

In the meantime I may point out that still quite some work has to be done on our side in order to develop the syntheses of butadiene from

(Page 2 of the original)

butane or butylene to such a stage that they can be safely taken as a basis for ultimate manufacture in the U.S.A.

With best personal regards

Yours very truly

Dr. Fr. TER HEEB

NOTED - F.A.H.

APR 20 1939

" A CERTIFIED TRUE COPY "

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E W D

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OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Page 1 of the original)

C O P Y

STANDARD OIL DEVELOPMENT COMPANY .

Frank A. Howard, Pres.

26 Broadway, N. Y.

April 14, 1933

Mr. F. H. Bedford, Jr.
30 Rockefeller Plaza

Dear Fred:

I acknowledge your letter of April 8th.

While of course I cannot at the moment reach any final conclusion I think your suggestion of having Atlas a member of the original group participating in the Buna development in the United States is a very interesting and proper one. I would like to point out the following elements which would be involved in a decision on this matter for your consideration:

1. Buna for tires is not yet competitive. Whether it will be so in one year or five years is not certain. Whether certain premium properties which it has will be sufficient to overcome the price disadvantage is also not certain. From this it follows that any Buna marketed in the tire field for some time after the beginning of the development may have to be taken at a loss, as a means of keeping the enterprise going and working toward lower costs and better quality; and in the meantime putting an upper limit on the fluctuating price of natural rubber.

2. Outside of the tire field a somewhat different quality of Buna can certainly be produced and sold at the present time at a considerable profit. Buna would be in competition with certain other products, especially Duprene and Thiokol, and possibly with other synthetic rubber substitutes in this other field. The proposed stockholders in the mutual organization other than Atlas would be in a position to take the output of Buna in these other profitable and competitive fields. Atlas would not be in this position.

3. While Atlas is the fifth largest tire marketer in the United States, it would seem to be a little difficult to substantiate the position that it was entitled to a share in a mutual enterprise of this kind, based on its sales under its brand and without regard to its investment.

(PAGE 1 of the original, cont'd)

4. In view of all the foregoing, would Atlas wish, even though the other companies were agreeable, to put up a one-fifth share of the capital required for this development?

Concerning your suggestion that we should not await the action of the Goodyear company, but should be working forward on this matter ourselves,

(Page 2 of the original)

I entirely agree. The thing that is really holding us up, however, is not the lack of a plan either from Goodyear or ourselves, but the inability of our partners to obtain permission of their government to proceed with the development in the United States. Until they obtain this permission it is not possible for us to make any commitment at all. Our primary objective in our talk with the Goodyear and Dow people was to convince them of our good faith and our willingness to cooperate with them, in order to avoid having them proceed prematurely with an independent development which would make it impossible to bring them into any general plan later. For the reasons stated above it was not possible for us to propose any specific plan to them in answer to their definite request for an exclusive license. Under these conditions, the best road seemed to be explain the problem to them, tell them the way our thoughts were going, and ask them to consider the matter further and make suggestions in line with a solution of the problem according to the general plan which had been developed at our meeting.

I quite agree however that we should not sit still ourselves, but move as fast as we can in all directions—and one of these directions is to try to develop our own ideas of a mutual plan. I should very much appreciate your help in this—and present the following complications which exist in connection with this matter to assist your thinking:

1. The principal raw material for this manufacture would consist of petroleum gases, of which we believe our best supply is located at Baytown. Other oil companies will also have supplies of these raw materials. We must in the first instance decide whether we wish to adopt a plan which makes no provision for participation of any kind by any other oil company.

Before deciding this point we should consider the second factor in the problem:

(Page 2 of the original, cont'd.)

2. These petroleum gases are not directly suitable for the production of rubber, but must first be chemically converted into different gases. Should this operation be considered a part of the Buna manufacture or should it be considered a part of the raw material supply operation? In the former case it would be nationalized, and in the latter, it would remain a Jasco project or a Humble oil project licensed by Jasco.

3. There is also involved the manufacture of certain important blending agents from petroleum gases, these agents having a separate commercial status, so that they could be bought in a competitive market and also sold for uses quite independent of Buna manufacture. Nevertheless the market for these products outside of Buna manufacture would be very much smaller relative than the Buna market, if the latter developed on the expected scale.

4. Our partners have had certain discussions with the du Pont company concerning the licensing of "Duprene" in Germany, and it may be that as a result of this situation some arrangement will have to be made with the du Pont company.

(Page 3 of the original)

5. The Dow Company apparently has a contract for joint development in this field with Goodyear. Can any place be found in the picture for the Dow Company which would make it possible for Goodyear to join the group?

6. Jasco has an agreement with General, entered into some years ago, in an effort to secure a trial of the product in the United States. This General affiliation must be disposed of in some way, perhaps by inviting General to join the group. This opens the door for consideration of the desirability or necessity of including, in addition to the "big four", the second-line tire companies.

I have only the most general thoughts on a plan for meeting the above difficulties up to the present time. These thoughts are:

That the temper of the times as regards big business and monopolies is such that the plan should be as broad and as free from any taint of building up or perpetuating a monopoly as possible. This would mean that we should endeavor to include all tire companies of any consequence without regard to size. Also, that while necessarily proceeding with a definite project (probably at Baytown) at the outset, there should be nothing in the nature of the plan to prohibit other oil companies from becoming

(Page 3 of the original, cont'd.)

competitive suppliers of petroleum gas, if the industry developed beyond the limits of the necessary initial commitments.

I do not as yet see how the Dow and du Pont complications can be handled - if it is necessary to handle them. I would be inclined to put the manufacture of the principal raw material from the petroleum gas in the hands of the mutual group, but to exclude the manufacture of the other blending materials, and it is possible that this latter field offers an opportunity for some understanding with the Du Pont and Dow companies, if our partners would be agreeable.

As regards royalty arrangements and capitalization, my present thought is that we should try to avoid putting any large amount of our own capital into the mutual project. Visualizing its expansion in two stages, however, (first, as a rather high profit specialty business, and second as a low profit or even sometimes basic business), the best plan might be for us to supply a substantial part of the capital for the first stage, with the understanding that we would not maintain our position as suppliers of capital, when and if the business greatly expanded as supplier of basic raw material. In this connection we must keep in mind the difficulties our partners have in finding any capital for investment outside of Germany.

In addition to our participation through investment in this project, which might be of an independent basis for ourselves and our partners, Jasco is of course entitled to a royalty which could probably best take the form of free shares.

Yours very truly,

(S) Frank Howard.

" A CERTIFIED TRUE COPY "

- 4 -

E N D

150

(Page 1 des Originals)

8 FILE

NOTED - RPD
May 3, 1938 April 20, 1938

Dr. Fr. tor Meer
Frankfurt a.M. 20
Grüneburgplatz
Germany

Dear Dr. tor Meer.

I acknowledge with thanks your letter of April 9 th. Dr. Hochschwender and myself will do our very best to keep the situation here under control so that we will have an opportunity of making the most favorable arrangements and of securing for your process the recognition which we all desire for it.

I wish you early success in your negotiations, and hope especially that, without waiting for final conclusions on all of the questions involved, you may be able to grant us the authority to proceed in a preliminary way with the rather lengthy discussions here which must be had with the various interested rubber companies preparatory to organizing them into a cooperative group.

My present tentative plans are to be in Germany again in late July, remain in Europe for a holiday during August, and return to the United States about the middle of September. If I am able to follow this program, perhaps it might fit into your plans and negotiations for me to explain the situation to your people in July and present them with our infinite suggestions; and then the matter might be sufficiently advanced before the middle of September to permit me to return with an agreed-upon program and authorization to take the preliminary steps with Dr. Hochschwender here in putting the program into effect.

My view is that we cannot safely delay the definite steps looking toward the organization of our business in the United States, with the cooperation of the people here who would be the strongest

(Page 1 des Originaux cont'd)

allies, beyond next Fall - and even to obtain this much delay
may not be too easy.

With best regards, I remain

Very truly yours,

signature...

PAH : MT

cc: Mosero, F.H. Bedford, Jr.
K. Hochschwender

"CERTIFIED TRUE COPY"

- 2 -

E N D

150

DOCUMENT NO. HI - 10505
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Ex 17

Stamp: B - File

Stamp:
May 3, 1939

April 20, 1939

Mr. F.H. Bedford, Jr.
30 Rockefeller Place

Dear Fred:

I am just in receipt of a letter from Dr. ter Meer, the essential part of which is as follows:

"In accordance with our arrangements in Berlin I have meanwhile taken up negotiations with the competent authorities in order to obtain the necessary freedom of action in U.S.A. with regard to rubber-like products. As anticipated, these negotiations have proved to be rather difficult and the respective discussions are expected to take place several months before the desired result is obtained. I will not fail to inform you about the result in due course."

To this I have sent the attached reply.

Dr. Hochschwender fully agrees with the idea I have expressed and I shall continue, through him, to press for permission to have some informal talks with some of the other rubber people at the earliest moment. Until we have this permission, however, there is absolutely nothing we can do, and we must be especially careful not to make any move, even on a purely informal, personal or friendly basis, without the consent of our friends. We know some of the difficulties they have, both from business complications and inter-relations with the rubber and chemical trades in the United States, and from a national standpoint in Germany, but we do not know the whole situation - and since under the agreement they have full control over the exploitation of this process, the only thing we can do is to continue to press for authority to act, but in the meantime loyally preserve the restrictions they have put on us.

DOCUMENT NO. NI - 10505 cont'd.

(page 1 of original, cont'd.)

Since it is not possible for us at the moment to take any definite action, I have put aside, in favor of pressing business, the attempt to work out a definite proposal at this time.

Very truly yours,

(signature illegible)

FAU: M3
encl.
cc: Dr. E. Hochschwender.

(6058)

"A CERTIFIED TRUE COPY"

- 13 -
S n d

Hunter
Exhibit
No. 60

(handwritten)
Translation by John Wolst

LETTER FROM CHELNYGO TO TER LER, DATED 9/3/38

(Page 51)

Reference is made to another conference held
between Chelnygo and Dow-Goodyear.

"An exclusive license had been previously denied.
When Sebrell asked for a nonexclusive license, he was
given to understand that there could be no question of
such a nonexclusive license either at this moment.
The reason we gave him was that it was not shown that
Dow and Goodyear had anything new and important to
contribute."

* * * * *) - line of 7 stars

"We thought it expedient to conduct the negotiations
in such a way that we would continue to observe and
become acquainted with Dow's and Goodyear's experiments".

" A CERTIFIED TRUE COPY "

- 1 -
END.

TRANSLATION OF DOCUMENT No. NI-10459
OFFICE OF CHIEF OF COUNSEL FOR AR CRIMES

(Trans.Note: Handwritten Note:

23-A

Enclosure (18-A))

Copy.

The Reich Minister of Economy
I Chem. 166/38g

Berlin W. 8. 8 October 1938.
Behrenstr. 43.

To
I.G. Farbenindustrie A.G.
Frankfurt/M. 20
Grüneburgplatz

S E C R E T

Re: Use of the patented Buns processes and know-how abroad.

With reference to the negotiations with you about the above matter I wish to state that in agreement with the Supreme Command of the Wehrmacht I agree to it that the patented Buns processes and know-how may be used abroad. This release covers the production and manufacture of Buns, the latter only insofar as the I.G. Farbenindustrie's own know-how is concerned. It applies to the handing over of licenses, to the exchange of know-how and to instructions which are necessary for the export of Buns with regard to further processing.

Should fundamental new knowledge with regard to Buns be obtained, it is your duty to obtain my consent before passing this on abroad.

The following remain an exception to the release until further notice: Russia, Lithuania and Czechoslovakia.

Further I wish to inform you that there are no longer any objections on the part of the Supreme Command of the Armed Forces to releasing the Buns patents of I.G. Farbenindustrie registered on 1 May 1938 which until now have been kept secret, and which are filed under the file numbers J 55 373, 56 777, 57 318, 57 383, 57 406, 57 532 and 59 072 of the Reich Patent Office, for open handling.

Please inform me immediately which patents are being considered for the granting of licenses. My consent is required for the inclusion of further patents later on.

Please inform me in good time in each case about any intention to take up negotiations with regard to the Buns field with countries abroad and about the course of such negotiations. My consent must be obtained before a final settlement is made.

TRANSLATION OF DOCUMENT No. NI-10459
Cont'd

By order
signed Loeb.

Stamp of
The Reich Ministry of
Economy

Certified
signed signature
Auxiliary office worker.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALE/SKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-10459.

DOROTHEA L. GALE/SKI,
ETO 34079.

End

157

(page 1 of original)

Standard Oil Company
Incorporated in New Jersey

Extract From Executive
Committee Memoranda
Date October 31, 1938
Present
WBF, CH, DWG, WEP,
DLH, TOMCG, HR

INTERNATIONAL ETHYL AGREEMENT - Parties concerned are now in accord on the details of this proposed agreement and are ready to move forward under the plan previously reported, which involves having two main holding companies (to avoid tax evasion); one to be incorporated in England, and the other in the United States - the former to represent the holdings of British stockholders and the latter the holdings of American stockholders. The apportionment to these two holding companies of stocks of operating subsidiaries would be made in a manner to accord each of the partners in the enterprise his proper proportion of interest.

SYNTHETIC RUDDER - Negotiations indicate that the German Government will now permit discussions of details with, and revelation of technical processes to non-German parties in interest, so that within one or two months considerable progress ought to be made in these negotiations; although the German interests hope to sell the process to the international rubber cartel that course would probably mean the process might be buried in the interest of maintaining a market for natural rubber. From our approach, the possibility of interesting some rubber interest in the United States in a virtualized company for the commercialization of the process would seem the more normal course. Although the base stock used in this synthetic process is naturally refinery gas, there is a possibility of a less prolific supply by dehydrogenating the butane in natural gas. To the extent that the patent question has been searched to date, the situation seems clear of any major difficulty.

Duna "N", which is the high quality, high priced specialty rubber produced from this synthetic process, appears to have a ready market and Goodyear has already approached our interests for a license as soon as licenses are available.

Duna "S", the lower priced quantity product from the process, which would be used in the rubber tire market, is more difficult to produce at a commercially practicable cost, although recent developments in Germany indicate it may be possible to produce this product at a cost of between 15 and 20 per pound, as compared with the market for crude rubber which has varied in the past several years between 10 and 30 per pound.

(page 1 of original cont'd.)

A plan in which interested parties have shown some interest is for the I.G. to put their developments of this process into Jasco, through which company our contribution to the development would also be arranged. I.G. in such an event might have, for example, a 25% overriding royalty and control of the process, the balance of the profits being split fifty-fifty between the partners. On the other hand, the value of our development contribution might be sufficient to so improve our trading position that some compromise might be effected on the 25% overriding royalty or on the control of the process, or with respect to both.

AVIATION GASOLINE - Recent discussion of this situation with the INTAVA people reveals the astonishing picture that although estimates of the total European market for 1938 stand at 6,800,000 barrels, upon re-appraisal right after the European crisis the estimate for the year 1941 has been revised to 28,000,000 barrels, of which 75% is for 100-octane and 25% for normal octane aviation gasoline. INTAVA's anticipated share of the market, based on present position,

(page 2 of original)

is 40%. The above figures compare with our interests' present total export volume of aviation gasoline of 3,500,000 barrels. It is very difficult at this time to attempt any estimate regarding the proportion of these surprising figures which may represent quantities for storage compared with quantities for current consumption.

HYDROCARBON SYNTHESIS AGREEMENT (FISHER PROCESS) - The agreement covering the United States and Canada between Standard I.G. (in behalf of Standard Oil Company (New Jersey) and I.G. Farbenindustrie - 50%), M.W. Kollig Company (25%) and Shell Development Company (25%) relates to the processes of manufacturing liquid hydrocarbons from carbon monoxide and hydrogen (the Fisher process in Germany, where it is in commercial use for production of gasoline, diesel oil and paraffin wax from coal). The partners will hold stock (as indicated above) in a new U.S. corporation - Hydrocarbon Synthesis Corporation - which will undertake the development and licensing.

The agreement covering area outside Germany, the United States and Canada, between Ruhrchemie (50%) and International Hydrogenation Patents Company (50%) will provide for exploitation of the process by a Netherlands company - International Hydrocarbon Synthesis Company - through which also the revenues from the hydrogenation process and the synthesis process will be pooled to clear the way for effective cooperation between the companies in technical, economic and licensing matters.

Cash payments to Ruhrchemie in Reichsmark are equivalent to \$ 35,000 now, \$75,000 in a few months and \$75,000 in about one year, of which Jersey's share will be about 54%.

(page 2 of original cont'd.)

Royalty payments to Ruhrchemie per ton of primary product will be 12.5% from others and 6 from partners until \$1,500,000 has been paid; 10 from others and 4 from partners until \$2,500,000 has been paid, and thereafter 5 from others.

Cost of gasoline from oil hydrogenation is expected to be about 20 per gallon as is the case in coal hydrogenation, but in developing the process on gas as raw material it is expected that with methane worth 4 to 5 per cubic foot gasoline can be produced at 6 to 8 per gallon cost (though Kellogg estimates a 3 to 5 per gallon cost).

Jersey's share of the contemplated joint research and development program will probably be between \$100,000 and \$200,000 per year for two or three years."

" A CERTIFIED TRUE COPY "

- 3 -
END.

160

DOCUMENT NO. NI - 10461
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

(page 1 of the original)

STANDARD OIL COMPANY
(INCORPORATED IN NEW JERSEY)

EXTRACT FROM EXECUTIVE
COMMITTEE MEMORANDA

Date November 23, 1938
Present
WEP, CH WEP
FHB, Jr, TCMcC, EJS

"Mr. Harden, with reference to Committee memorandum of October 28, advised that, having found that Cal-Tex Company would expect in the event of merger of its Far Eastern interests with those of Standard-Vacuum an equal share in the merged enterprise with Socony-Vacuum and Jersey (even if to do so it would have to pay cash to balance equities), Mr. John Brown feels negotiations should be terminated on the basis that such a dividing of the merged interests would not be acceptable. Committee concurred with Socony-Vacuum's views as expressed by Mr. Brown. It is understood he will convey this conclusion to the Cal-Tex Company."

"Mr. F.A. Howard and Drs. Hochawender and ter Meer of the German I.G. joined the meeting.

Dr. ter Meer first reviewed the progress made by the I.G. in experimenting with synthetic rubber during the period 1908 to 1928, inclusive, in which latter year small scale production of synthetic rubber, having been started, was interrupted by an abnormally severe drop in the prices of natural rubber. Experiments directed toward the production of special high quality synthetic rubber from that time until 1930 did not reach the commercial phase because of increasingly disturbed worldwide economic conditions. By 1934 the program of self-sufficiency initiated by the new national regime in Germany. Together with encouraging

(page 1 of the original cont'd)

progress in experimentation in the synthetic rubber field, resulted in a plan to construct a 24,000/30,000 ton commercial scale plant to be completed by 1936. Such plant was in full operation in the latter part of 1937 and 1938 and a second factory of similar size will be started in May of 1939 to be completed in 1940.

Of total German rubber consumption of between 95,000 and 100,000 tons per annum, the first synthetic rubber factory is producing about one fourth of those requirements and by 1941, with two plants operating at capacity, it is estimated that 70% of German consumption will be taken care of.

Successful commercial application was definitely assured when, by preheating the raw product, it was found that all difficulties of milling and mixing in the regular continuous process of the tire factories were removed, thus avoiding costs which might otherwise have been involved in special processing equipment.

These plants produce both Buna 'S' (automobile tire quality rubber) and Buna 'N' (high quality specialty rubber for such use as cable covering, et cetera).

Since the German economic system is not sensitive to competitive prices internally, the acid test of this synthetic product was its ability to equal or surpass natural rubber in service. Buna 'S', for automobile tire treads gives 30% more mileage because of superior abrasive resistance and eventually may give 50% more mileage, although its service as a cord binder in the tire carcass is not yet sufficiently developed to displace the approximately

(page 1 of the original cont'd)

30 % of crude rubber imports which the German

(page 2 of the original)

Government allows to local German tire manufacturers. However, in free economic markets, like the United States, competitive costs must be taken into consideration: An compared with the present-day crude rubber price of 16-1/2¢ per pound, a 1937 range of between 11¢ and 22¢ per pound and a last four years average of about 14¢ to 15¢ per pound, Buna 'S' produced in a U.S. 24,000-ton-per-annum plant, with investment cost of \$ 20,000,000, is expected to cost, exclusive of any profit, 18-1/2¢ per pound. For each 1¢ per pound of profit which might be made on the synthetic rubber produced from such a plant a 2-1/2% return on the investment would be secured. In this connection, Dr. ter Meer emphasized the fact that since the natural rubber market is practically controlled by a world cartel the test of competitive costs should perhaps be the 10¢ per pound estimated cost of actual production instead of the crude rubber prices quoted in a market which has fluctuated widely over a period of years.

While such consideration naturally affects the main market, that of the automobile tire, the market for Buna 'N' i.e., highly specialized synthetic rubber, is scarcely affected. As evidence of this Dr. ter Meer observed that Neoprene, the DuPont product, was sold in the United States at 65¢ per pound, and the limited quantities of Buna 'N' which have been sold in this market were sold at 90¢ per pound, Buna 'N' receiving a premium because of its admitted superiority over Neoprene. Buna 'N', produced from the same plant as Buna 'S', is estimated to cost between 37¢ and 40¢ per pound.

(page 2 of original cont'd)

The German Government now having permitted the I.G. to make complete disclosure outside Germany of the 'know how' on the process and to attempt commercial exploitation, particularly in the United States, the first question for the Committee to consider is whether they would suggest he contact the four leading American tire companies in I.G.'s behalf or on behalf of Jersey as sponsor for the process in the United States. The Committee felt that he should contact the tire companies on Jersey's behalf as sponsor for the process, it being intimated to the tire companies that negotiations between I.G. and the Jersey Company have not yet been crystallized, but that they are in process of development.

In the same time, the Committee will consider to the capital aspects of the matter. They understand that arrangements with the I.G. regarding the process will be worked out via Jasco, with perhaps something of the order of 25% of net profit overriding royalty to the I.G.*

* A CERTIFIED TRUE COPY *

- 4 -
END

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(Trans.Note: Handwritten note -
26-A Enclosure?)

Negotiations about Buna in the U.S.A.
in November/December 1938.

The trip to the U.S. had to double purpose: to find out, on the one hand, what basis of raw materials is available in USA for the production of Buna and what additional cost prices would result there, and on the other hand, to create interest in the use of Buna on the part of the consumer.

Discussion with Standard Oil Co.:

In the large refineries of the Standard Oil Co. refinery gases containing butane and butylene are available. The working-up of these refinery gases results in a C_4 fraction which consists of approximately 70 % butane and approximately 30 % butylene. The butane consists of one third isobutylene and the remainder n-butylene; the isobutylene is processed into isobutylalcohol or polymer gasoline. The remaining n-butylene is available for the production of butadiene. Additional butylene mixture can be produced over and above this by the dehydration of butane. In this installation of the Standard Oil Co. alone there is so much butane available that a daily production of 800 tons but-diene or approx. 1000 tons Buna S would be possible. Ethylene from cracking gases is available or can be produced in sufficient amounts for the styrol part.

On the basis of an annual production of 24,000 tons Buna S the price of less than 60 pfennig per kilo of butadiene can be calculated, and a price of approx. \$1.1.- per kilo of Buna S including amortizations, but excluding interest on capital. These prices could only be estimated with the present stand of our experiences of the production of butadiene from n-butylene and are therefore only to be counted as approximations.

The Standard Oil Co. is, apart from its position as supplier of raw materials, also interested in the production of Buna itself, even if indirectly, as it distributes rubber tires under its own trade name the so-called Atlas Tire, through its filling stations all over the country.

(page 2 of original)

It has tires produced by Goodrich and U.S. Rubber, each supplying about half. Approximately 10 % of the total American tire production are sold through the Standard Oil Co.

Discussions with the firms processing rubber:

Such discussions were held with:

United States Rubber Co.,
Firestone Tire & Rubber Co.,
Goodyear Tire and Rubber Co.,
Goodrich Co.,
General Tire & Rubber Co..

The scientific and technical development of Buna S in Germany was described in outline and reference was made to the fact that in a short time Germany intends to cover her entire rubber requirements for tires for passenger vehicles, with the final aim of making herself entirely independent of the

import of natural rubber in the course of time. This line of action is economically justified as Buna shows superior qualities in practically every field in which natural rubber is used. After in 1938 it was possible to obtain a material through the thermal decomposition of Buna S which as far as suitability for processing is concerned is almost equal in quality to prenasiticated natural rubber and which therefore can be processed by means of the same machinery as natural rubber, it seemed that the time had come to interest the American rubber consumers in Buna S too.

All five firms affirmed their interest and their readiness to make tire experiments with Buna S and also to test its utilization apart from tires. For this purpose fairly small experimental amounts are to be supplied at the beginning of 1939, after the testing of which, on a laboratory scale larger experimental amounts (a few tons per firm) should be supplied about April or May 1939 in order to carry out tire experiments on a large scale. In order to avoid disappointments we agreed to make the experimental work easier by sending one of our technicians.

Considering this quite generally, we found a surprisingly generous attitude in the U.S., particularly on the part of the 4 largest rubber consumers, which was frequently combined with special recognition of the great technical progress of German industry during the last years.

Frankfurt/M., 24. Feb. 1939.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALELSKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-10462.

DOROTHEA L. GALELSKI,
ETO 34079.

End

-2-

166

case 6
loose Doc, to be
inserted after Doc.
NI 10463
Doc. BK 42

TRANSLATION OF DOCUMENT No. NI-10463
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Supreme Command of the Armed Forces.
As. 6G b 34 a W Stb/1 No III (d)
No. 1210/39

(Trans. Note. Handwritten
notes:

113
WE/2207- E.

25 April 1939.

out 26 April 1939 (illegible initial)

D R A F T.

To
I.G. Farbenindustrie A.G.
Vermittlungstelle K

B e r l i n NI 7.
Unter den Linden 82.

With reference to the discussion between Dr. Diekmann and Oberregie-
rungsbeirat Dr. Lareck on 21 April 1939, we are sending you attached
copy of the notice sent to Dr. Baetefisch on the question of the planned
conclusion of an agreement with the foreign oil companies with regard
to catalytic cracking.

1 enclosure.

(Trans. Note. illegible initial.
marginal note: d)

THE CHIEF OF THE SUPREME COMMAND
OF THE ARMED FORCES

By order

(initials) M./ (for Lareck?)
25 April

(Trans. Note: Handwritten notations:-
to the files 6G 34 a Colonel Salento(?)

to the files.

(Handwritten note: ERG III illegible initial.)

(page 2 of original)

Supreme Command of the Armed Forces

(Trans. Note: Handwritten notes:

114
WE-/2207-F)

Az 38 b 22 W Stb/1 Rue IIIc
No. 1486/39

Registered.

To
I.G. Farbenindustrie A.G.
Attention Director Dr. Baetefisch
Leuna, near Merseburg.

On the part of the Supreme Command of the Armed Forces no
objections exist to the conclusion of the agreement with the foreign
oil companies with regard to catalytic cracking which you sent to
us to look through, together with the letter from Dr. H. Baetefisch
of 9 January 1939. Nor any objections raised to the conclusion of
sub-licence agreements, insofar as these do not subjectively extend

beyond the framework of the above agreement.

Guarantee must however continue to be given that the Armed Forces will be able to examine the newer developments and the newer knowledge which will reach countries abroad through the exchange of know-how, in order to check the necessity for keeping secrecy in the interests of national defence. You are requested to nominate a suitable specialist (sachbearbeiter) who is thoroughly conversant with your development work and who is arranging the exchange of know-how, to be responsible that inventions which may possibly have to be kept secret are submitted to the Wehrmacht in good time for appropriate examination.

The Chief of the Supreme Command of
the Armed Forces.

By order
(signature illegible)

After despatch to
W ro I for information

(trans.note: various handwritten notes, some illegible).

- 1)
- 2) To the files 6b 34 a Colonel.(?))

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALESKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages: and that the above is a true and correct translation of Document No. NI-10463.

DOROTHEA L. GALESKI,
ETO 34079.

End

I.G. Farbenindustrie Aktiengesellschaft
Vermittlungsstelle W

To Reich Air Ministry
LC 3
Attention Dipl. Ing. Wicklich

(Translator's Note: Handwritten
figures:) WB/3206-F 115

BERLIN W 8

Leipziger str. 7

Dr. Dr./Sch.

13 July 1939

Trip of I.G. chemists to the U.S.A.

Exchange of information on catalytic cracking/Dehydration

We wish to inform you that in connection with our exchange of information with the American oil firms the following four gentlemen will make a trip to the U.S.A. in the middle of this month:

Obering. Rudolf KESLER
Dr. Hermann KAHMANN
Dr. Gerhard FEES
Dipl. Ing. Hermann Karl FRIGL.

The duties of these gentlemen will be to inform themselves about the latest situation in the field of catalytic cracking and to work out the construction data for the DAG (Deutsch-Amerikanische Petroleum Gesellschaft) installation for the production of German E-gasoline with the specialists (Nachbearbeiter) of the Kellogg Co.

Furthermore the gentlemen are to collect the data with regard to the dehydration of iso-butane which our business friends in the U.S. have, insofar as these are due to us according to the exchange of know-how we have agreed upon.

We wish to point out that this information trip of the above gentlemen is mainly being made in the German interest and that they have been instructed by us to keep silence about motor fuel and lubricant matters requiring secrecy.

Heil Hitler!
Vermittlungsstelle W,
(signed) Dickmann

(Translator's Note: Various illegible marginal notations and figures)

Copy to Oberregierungsrat Dr. Mureck, Supreme Command of Armed Forces,
Military Staff, Berlin W.35

(Translator's Note: Illegible signature
and stamp:) Military Staff

13 July 1939

As.

No.

TRANSLATION OF DOCUMENT No. NL-10464
(Cont'd)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, NTO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. NL-10464.

DOROTHEA L. GALEWSKI
NTO No. 34079

(E N D)

EXHIBIT No. NL-10465
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW Ye, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in the case of STANDARD OIL COMPANY (N.J.)
et al, vs. JAMES D. HANCOCK, as Alien
Property Custodian, (Locket Number Civil
36-114) certain paper writings there, in
the words and figures following, to wit:

Exhibits # 373, 14, generally described to be:

Memo 9-16-49 - 4 pages - Translation 5 pages.

Abtschrift.

An den

Wehrwirtschaftsstab
z. M. v. Herrn Oberst Becker,

Berlin N.
Kurfürstenstr. 65.

Gr. H/L. 16. September 1939.

Standard-Oil-Kontakte.

Wir nehmen Bezug auf die Besprechung, die der Linksunter-
zeichnete am 13.9.1939 mit dem Herrn Oberst Lecht, Oberregierungsrat
Dr. Harock und Hauptmann Rupp im Wehrwirtschaftsstab hatte und be-
stätigte, zwischen uns und der Standard Oil of New Jersey schwebende
Angelagenheiten, die beschleunigt zu regeln sind, und zu deren Be-
günstigung wir um Ihre Zustimmung bitten. Herr Dr. Spetofisch unter-
richtete Sie über den folgenden, zur Entscheidung stehenden Sach-
verhalt:

Auf Grund des Ihnen bekannten Vertrages, den wir im Jahre 1929
mit der Standard Oil of New Jersey auf dem Mineralölgebiet abge-
schlossen haben, erhielt die hierfür gegründete Holdinggesellschaft,
die Standard-I.G., für die Welt ausserhalb Deutschlands das aus-
schliessliche Recht zur Lizenzverleihung auf unsere Auslandspatente
auf dem Vertragsgebiet. Der Vertrag enthält die Bestimmung, dass
die fremdlichen Auslandspatente nach formell auf die Standard-I.G.
zu übertragen sind. Diese Übertragung ist im normalen Geschäftsgang
bisher aus rein praktischen Gründen und besierend auf gegenseitigen
Vertrauen nur zum Teil und zwar nur auf dem eigenen Hydriergebiet
erfolgt. Die Standard hat sich in Hinblick auf die derzeitigen
politischen Verhältnisse nun an uns gewandt mit dem Ersuchen, die
bisher vernachlässigte Übertragung der Auslandspatente beschleunigt
zu vervollständigen. Durch diese Übertragung, auf die die Standard -

(Seite 2 des Originals cont'd.)

wie dargelegt- einen rechtlichen Anspruch hat, wuerde verhindert, dass die fraglichen Auslandspatente, die bisher noch auf den Namen der I.G. laufen, von den Feindstaaten Deutschlands in den betreffenden Laendern beschlagnahmt werden koennen. Eine Schaedigung deutscher Interessen wuerde durch die Uebertragung nicht eintreten, da die Rechte zur Lizenzverleihung im Ausland bereits ausschliesslich in Haenden der Standard-I.G. liegen, wir also ueber die Auslandspatente

(Seite 3 des Originals)

in keinem Fall verfuegen koennen. Dagegen wuerden wir finanzielle Vorteile dadurch haben, dass die Standard Oil an der Lizenzverleihung auf diese Patente, an der wir finanziell beteiligt sind, nicht behindert wuerde. Wir wuerden ausserdem an die jetzt bestehenden Verhaeltnisse jederzeit unbeschraenkt anknuepfen koennen. Als weiterer Gesichtspunkt kommt hinzu, dass wir nicht ohne zwingenden Grund unsere Beziehungen zu der Standard Oil und zur amerikanischen Oelindustrie durch Ablehnung eines derartigen rechtlichen Anspruchs gefaehrden sollen, zumal wir uns der Gefahr aussetzen wuerden, dass die Standard Oil uns gegebenenfalls schadenersatzpflichtig macht. Wir koennen auf Grund dieser Erwagungen zu der Ansicht, dass es richtig ist, den Wunsche der Standard Oil zu entsprechen.

Die Standard Oil hat uns gleichzeitig um Uebertragung unserer Auslandspatente auf einen anderen Vertragsgebiet, den Jasecgebiet, gebeten. Die Jasec, die im Jahre 1930 erworben wurde, und an der Standard Oil und I.G. zu gleichen Teilen beteiligt sind, hat die Aufgabe, neue Verfahren, die vorteilhaft auf den Rohstoffen der Oelindustrie, wie z.B. Erd- oder Krack-Gas oder Paraffin, aufgebaut werden koennen, zu entwickeln und zu verwerten. Im Rahmen der Jasec wurde bisher die Herstellung von Fettsauren aus Paraffin und die

(Seite 3 des Originals cont'd.)

Gewinnung von Acetylen aus Erdgas nach den Lichtbogenverfahren entwickelt. Ein weiteres Jasco-Produkt ist das Oppanol, ein Kunststoff und Zusatzprodukt zu Schmieröl, das aus Isobutylen gewonnen wird. Es sei hier erwähnt, dass die Standard umfangreiche Entwicklungsarbeiten hinsichtlich der Verwendung von Oppanol als Schmierölzusatz geleistet hat, die uns für die Schmierölherstellung in Deutschland sehr nützlich waren, wie auch die Fettsäureherstellung von Paraffin in Deutschland und die Acetylen-gewinnung aus Gasen zur Weiterentwicklung auf Buna - zu einem wesentlichen Teil auf die Entwicklungsarbeit der Jasco aufbaut.

Auf Grund des Vertrages hat die Jasco das ausschliessliche Recht, die von den Parteien bisher speziell eingebrachten Patente und Erfahrungen in der Welt ausserhalb Deutschlands zu lizenzieren. Es handelt sich also beim Jasco-Gebiet - abgesehen vom Detailungsverhältnis der Parteien in wesentlichen um die gleiche Rechtslage wie beim Mineralölgebiet (Seite 4 des Originals) mit der Ausnahme, dass wir nicht verpflichtet sind, die Patente formell zu übertragen, wobei aber die Übertragung aus den gleichen Zweckmassigkeitsgründen, wie oben für das Mineralölgebiet ausgeführt, vorgenommen werden sollte. Auch in diesem Fall wurden deutsche Interessen nicht geschädigt werden, da wir versprechen wir uns von einer beschleunigten Übertragung wesentliche Vorteile.

In der Unterhaltung im Wehrwirtschaftstab kam ferner folgende Anwesenheit zur Sprache: Da wir Ihnen bereits früher mitteilten, stehen wir seit einiger Zeit in Verhandlungen mit der Standard Oil und einer Reihe weiterer Öl- und Konstruktionsgesellschaften wegen breiter vertraglicher

(Seite 4 des Originals cont'd.)

Vereinbarungen ueber eine Zusammenarbeit ueber verschiedene neue Verfahren auf dem Mineraloelgebiet, hauptsächlich in katalytischen Verfahren. Sachlich wurde dieser Vortrag zwar nicht ueber unseren alten Vertrag hinaus gehen, doch wurde der Kreis der Beteiligten wesentlich erweitert werden.

Sie stimmen uns bei der damaligen Besprechung der Angelegenheit zu und bestaetigen uns, dass gegen den Abschluss dieses Vertrages keine Bedenken bestehen. Die Vertragsverhandlungen sind inzwischen soweit gediehen, dass am 15.8.41 J. in New York von den Verhandelnden saemtlicher Gesellschaften Einigkeit ueber einen Rahmenvertrag erzielt wurde, der jetzt den Direktionen der beteiligten Gesellschaften zur Genehmigung vorliegt.

Wir sind lebhaft daran interessiert, dass der Vertrag trotz der derzeitigen Verwicklungen noch zum endgueltigen Abschluss gebracht wird, da der Vertrag der deutschen Volkswirtschaft erhebliche Vorteile bietet. Die I.G. wurde auf Grund dieses Vertrages lizenzfrei und uebertragbar fuer Deutschland auf fast allen Gebieten der Oelverarbeitung die Rechte und Erfahrungen der beteiligten Gesellschaften: Standard Oil of New Jersey, Shell, Standard Oil of Indiana, Anglo-Iranian Oil, Kolloid, Universal Oil, erhalten sowie beträchtliche Lizenzeinnahmen bei Anwendung der Verfahren durch die beteiligten Gesellschaften sowie aus der Lizenzierung an Dritte zu erwarten haben. Wir halten es allerdings fuer unwahrscheinlich, dass die auslaendischen Vertragspartner des Vertrages unter den gegenwaertigen Verhaeltnissen zustimmen werden, da die

(Seite 5 des Originals)

der I.G. eingerechneten Vorteile aufgebaut sind auf der Voraussetzung, dass die I.G. sich aktiv an der Entwicklung und Verbesserung der neuen Verfahren beteiligt. Fuer den Fall jedoch, dass es sich gelegentlich der in den naechsten Tagen in Gang mit dem Vertreter der Standard Oil vorgesehene Besprechung ueber die Patentuebertragung unerwarteterweise herausstellen sollte, dass die auslaendischen Gesellschaften bereit sind, den Vertrag jetzt abzuschliessen, halten wir es fuer richtig, dass unsererseits Verzoegerungen in der Abwicklung tunlichst vermieden werden. Wir bitten Sie daher versorglich um Ihr Einverstaendnis, dass wir dem Abschluss des Vertrages gegebenenfalls zustimmen.

In der Aussprache schlossen Sie sich den von Herrn Dr. Buetefisch dargelegten Ansichten und Vorschlaegen sowohl hinsichtlich der Patentuebertragung als auch eines etwaigen Abschlusses des Vertrags auf dem katalytischen Knochengebiet an. Wir bitten Sie, uns zu bestaetigen, dass Ihrerseits keine Bedenken gegen das von uns beabsichtigte Vorgehen bestehen.

H e i l H i t l e r !

I.G. FARBENINDUSTRIE AKTIENGESSELLSCHAFT

(page 6 of the original)

All of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed.

Seal: WITNESS, the Honorable ALFRED C. COXE
Judge of the District Court of the United States
for the Southern District of New York, at the City
of New York, in the Southern District of New York,
this 14th day of June _____ in the year of our
Lord one thousand nine hundred and forty-seven _____
and of our Independence the one hundred and
seventy-first.

Signed: William V. Connell

Clerk.

UNITED STATES OF AMERICA, ss:
SOUTHERN DISTRICT OF NEW YORK.

I, ALFRED C. COXE, one of the Judges of the
District Court of the United States for the Southern
District of New York, do hereby certify, that WILLIAM
V. CONNELL, whose name is subscribed to the preceding
exemplification, is the Clerk of the said District Court,
duly appointed and sworn, and that full faith and credit
are due to his official acts. I further certify that the
Seal affixed to the said exemplification is the Seal of
the said District Court, and that the attestation thereof
is in due form of law.

Dated, New York, June 14th, 1947.

Signed: Alfred C. Cox

United States District Judge.

UNITED STATES OF AMERICA, ss:
SOUTHERN DISTRICT OF NEW YORK

Seal: WILLIAM V. CONNELL, Clerk of the District Court of the
United States for the Southern District New York, do
hereby certify, that Honorable ALFRED C. COXE, whose
name is subscribed to the preceding certificate, is one
of the Judges of the District Court of the United
States for the Southern District of New York, duly
appointed and sworn, and that the signature of said
Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my
hand and affixed the Seal of the said court, at the
City of New York, in the Southern District of New
York, this 14th day of June, 1947.

Signed: William V. Connell

Clerk.

(page 7 of the original)

(TRANSLATION: J.L.)

COPY

To the Economic Defense Headquarters

Gesandtschaft Berlin
68 b 22 W Str W Ri IIIc
Nr. 4425/39

EXHIBIT D 572 -/0
U.S. Dist. Court
S.D. of N.Y.
Jun 6 1945

Attention: Colonel Becker
Berlin W.
Kurfürstendamm 63.

Dr. Ri/D September 16,
1939

Standard Oil Agreement

We refer to the conference which the persons signing on the left hand side had in the Economic Defense Headquarters on September 13, 1939 with Colonel Bocht, Oberregierungsrat (Chief Government Counsellor), Dr. Harock and Captain Knapp concerning certain matters pending between us and the Standard Oil of New Jersey and for the settlement of which we request your consent. Dr. Batofisch informed you concerning the following matters which are to be decided.

On the basis of the agreement which is known to you and which we entered in 1929 with Standard Oil of New Jersey with respect to the petroleum field, the holding company established for that purpose, Standard-I., is given for the world outside of Germany the exclusive right to license our foreign patents in the field of the agreement.

(page 7 of the original cont'd)

The agreement contains a provision that the foreign patents involved are also nominally (formally) to be transferred to Standard-I.G.

(page 8 of the original)

This transfer has been effected heretofore in the normal course of business only partially and that only in the narrower field of hydrogenation for purely practical reasons and because of mutual trust. In view of the present political conditions, Standard has now approached us with the request to complete speedily the transfer of the foreign patents which has been previously neglected. By this transfer to which Standard - as stated above - has a local claim it would be prevented that the foreign patents involved which until now are still registered in the name of I.G. can be seized by the governments at war with Germany in the countries involved. German interests would not be jeopardized by the transfer since the licensing rights abroad are already held exclusively by Standard-I.G. and we accordingly can in no event make a disposition concerning the foreign patents. On the other hand, we would derive financial advantages due to the fact that Standard Oil would not be prevented from granting licenses for these patents, transactions in which we are financially interested. Moreover, we would be able to resume at any time without hindrance the relationships existing now. A further consideration is that we should not order without compelling reason

(page 8 of the original cont'd)

our relationships to Standard Oil and to the American oil industry by refusing a legal claim of this kind especially since we would run the risk that Standard Oil might conceivably claim damages from us. In the light of these considerations, we are of the opinion that it is appropriate to comply with the request of Standard Oil.

(page 9 of the original)

At the same time, Standard Oil has requested us to transfer our foreign patents in another contract field, namely, the Jasco field. Jasco was established in 1930 and Standard Oil and I.G. have equal shares in it. It has the purpose to develop and exploit new processes which may be advantageously based upon the raw materials of the oil industry as, e.g., natural or cracked gas or paraffin.

Until now the production of fatty acids from paraffin and of acetylene from natural gas by the acetylene arc process were developed within the framework of Jasco. Another Jasco product is opanol, a synthetic product and additive to lubricating oil which is obtained from isobutyl. It may be mentioned here that Standard has done extensive development work with respect to the use of opanol as an additive to lubricating oil, work which was very useful to us for the production of lubricating oil in Germany, and also the production of fatty acids from paraffin in Germany and the manufacture of acetylene from gases - for further processing into Buna - is based to a substantial proportion on the development work of Jasco.

(page 9 of the original, cont'd)

By virtue of the agreement, Jasco has the exclusive right to license in the world outside of Germany the patents and agreements that were heretofore specifically brought in by the parties. In the Jasco field therefore - apart from the proportion of the share of the parties - the legal situation is substantially identical with that in the petroleum field except that we are not under an obligation to transfer the patents formally, but the transfer should be carried out.

(page 10 of the original)

for the reasons of expediency that have been stated before for the petroleum field. Also in this instance, German interests would not be prejudiced. On the other hand, we anticipate substantial advantages from a speedy transfer.

During the conference in the Economic Defense Headquarters, the following matter was also the subject of discussion. As we had already informed you previously, we have been negotiating for some time with Standard Oil and a number of other oil and construction firms with reference to comprehensive contractual arrangements looking toward a collaboration with respect to various new processes in the petroleum field, especially in catalytic cracking. As to the subject matter, this agreement would not go beyond our original agreement, the number of parties involved however would be substantially increased.

As the conference held at that time concerning this matter, you agreed with us and confirmed that no object-

(part of the original cont'd)

... exist against the conclusion of this agreement. In the meantime the negotiations have reached the point that on August 15 of this year in New York, agreement has been reached among the persons negotiating on behalf of all the companies concerning a basic agreement which now is before the boards of directors of the companies involved.

We are keenly interested to have the agreement brought to a final conclusion despite the present complications since the agreement offers substantial advantages to the German economy. By virtue of this agreement, I.G. would receive for Germany in almost all fields of oil processing royalty-free and transferable the rights and experience of the following contracting companies: Stand-
(page 11 of the original)
ard Oil of New Jersey, Shell, Standard Oil of Indiana, Anglo-Iranian Oil, Kolar, Universal Oil. I.G. could anticipate substantial license fees from the practice of the processes by the participating companies and from license granted to third parties. It is true we believe it unlikely that the foreign parties to the agreement will agree in the present conditions since the advantages granted to I.G. are based on the promise that I.G. participates actively in the development and improvement of the new processes. In the event, however, that it should develop unexpectedly during the conference contemplated for the next few days in the Hague with the representative of Standard Oil concerning the patent transfer that the foreign companies are ready to conclude the agreement now we believe it appropriate that we should avoid on our part any delays in the

(Page 11 of the original cont'd)

final arrangements as much as feasible, as a matter of precaution, therefore, we request that you approve that we agree to the signing of the agreement if such opportunity should arise.

During the discussion you agreed with the views and proposals presented by Dr. Buotefisch both with respect to the patent transfer and with respect to a conclusion of an agreement in the field of catalytic cracking. We request you to confirm to us that there are no objections on your part against the steps contemplated by us.

!! o i l !! i t l o r !

2.3. Farbwarenindustrie Aktiengesellschaft

A CERTIFIED TRUE COPY

= 13 =

(374)

133

(Page 1 of the original)

The President of the United States of America

TO ALL TO B.O. 2.332.445.275 S... COE, ...

12.01 Y3, that we have inspected the records of the District Court of the United States for the Southern District of New York, do find described in the clerk's minutes of trial in the case of STANDARD OIL CO. v. ALAN (N.Y.) et al, vs. JAMES B. LAMMIE, as alien property belonging, (Docket No. 28-14), certain papers with a there, in the words and figures following, to wit:

Def Exhibit D-574-., Kennedy to 101

Letter 5-28-95 Thanks to you, Gloria, with translation.

(Seite 2 des Originals - Fortsetzung)

1. In Absatz 1 des Memorandums stimmen die Ausführungen über die Rechte nicht mit dem Wortlaut des Jasso-Vertrages überein.
2. Herr Dr. ter Horst hält es für notwendig, besonders darauf hinzuweisen, dass kein Erfahrungsaustausch für Jaso stattfinden wird, wobei auch Ansicht von Herrn Dr. Locher dieser Hinsicht auch in einem besonderen Brief erfolgte. etc.
3. Die Übertragung der Patente für das Gebiet der Standard Oil Development sollte zusätzlich auch für die Rohstoffe vorgenommen werden, die zum Zweck der Polystyrolisation des Jasso-Vertrages liegen.
4. Auf Veranlassung von Herrn Dr. Gross und Sirici ter Horst, Feindstaaten auch IRL aufgeführt, da die Amerikaner wissen, dass wir uns in der Lage in Kriegszustand befinden. Es besteht sicher keine Schwierigkeit, IRL wieder zu streichen. Wir haben keine Atom-patente in IRL, da Jaso und der drei andere Jasso-pat etc.
5. In einem besonderen Schreiben sollen - nach Verschickung von Herrn Dr. Locher - auch Patente, die die Hochdruckpatente für Jaso betreffen, an die Jaso übertragen werden, soweit wir über diese Patente verfügen, überreicht sind.

Mit gr. Schätzung

Klein, ed.

Dr. H. Dr.

(Page 3 of the original)

All of which we have caused by these presents to be exemplified,
and the Seal of the said District Court to be hereunto affixed.

ALFRED C. COCKE
Witness, the Honorable
Judge of the District Court of the United
States for the Southern District of New York,
at the City of New York, in the Southern
District of New York, this 14th day of
1919.... in the year of our Lord one
thousand nine hundred and forty - seven
and of our Independence the one hundred and
seventy-first

Wm. H. Y. G. Clerk
Clerk

CONT'D

(Page 3 of the Original - cont'd)

United States of America,

SS.

SOUTHERN DISTRICT OF NEW YORK,

ALFRED C. COXE

I, one of the Judges of the District Court of the United States for the Southern District of New York, do certify that William V. Connel, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and the attestation is in due form of law.

New York June 14th, 1947

.....

signed

ALFRED C. COXE

.....

United States District Judge.

(Page 3 of the original - cont.)

UNITED STATES OF AMERICA,

SS

SOUTHERN DISTRICT OF NEW YORK,

I, WILLIAM V. CORRELL, Clerk of the District of the
United States for the Southern District New York,
do hereby certify, that Honorable ALFRED C. COCKE
whose name is subscribed to the preceding certificate,
is one of the judges of the District Court of the
United States for the Southern District of New York,
duly appointed and sworn, and that the signature of
said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set
my hand and affixed the Seal of the said Court,
at the City of New York, in the Southern District
14th day of June 1947
of New York, this

William V. Correall
Signed:

Clerk

CONT'D

(Page 4 of the original)

(Translation: JI)

J.G. Ludwigson

Bureau Sports I

(Office Division I)

To

J.G. Parbonindustrie A.G.
 Attention: Direktor Dr. v. Heiderich
 Griesbor, Str. No. 7
 Heidelberg

Legal Division

Received

Sept. 29, 39 A.M.

By Special Delivery

Your Ref. No.	Yours of	Our Ref. No.	Date
		Dr. RI/Co	September 28, 1939

Subject:

My dear Director:

Enclosed herein you will find copy of a letter to Direktor Dr. ter Meer together with the draft of the cable and copies of the four covering letters accompanying the patent transfer. The letters marked I and II were delivered to Dr. Heiderich in the A.M. Letters III and IV were merely confirmed by Howard by his signature and were then returned; of these, Howard has no copies. The enclosed copies are the only ones I have. The originals of III and IV are in the

CONT'D

(page 4 of the original = cont.)

files of the Patent Division.

We again briefly state the question raised by Dr. Looker which you wanted to take up directly with Director Dr. Ter Meer.

(page 5 of the original)

- (1) The statements made in paragraph I of the memorandum concerning the rights are not in accordance with the wording of the Jasco Agreement.
- (2) Dr. Ter Meer thinks it is necessary to point out specifically that there will be no exchange of experience with respect to pump; in Dr. Looker's view particular in a special letter.
- (3) By way of addition, a transfer of the rights for the field of the Standard Oil Development should also be made for starting materials other than those provided for in the Jasco Agreement.
- (4) At the request of Dr. Brown and myself ILL has been eliminated among the enemy countries since we were of the opinion that we are at war with ILL. There is certainly no difficulty in removing ILL again from the list. We have no Bush patents in ILL, but we do have two or three other Jasco patents.

(page 56 of the original - cont.)

(5) According to Dr. Leder's proposal, patents relating to the ingredients for Bama shall also by a separate document be transferred to Janso so far as he have a right to make a disposition of these patents.

Yours sincerely

sign: R. Janso

Enclosures

*A CERTIFIED TRUE COPY

- 48 -

(2nd)

(page 1 of the original)

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in the case of STANDARD OIL COMPANY (N.J.)
et al, vs. JAMES B. MARKHAM, as Alien
Property Custodian, (Docket Number Civil
25-414) certain paper writings there, in
the words and figures following, to wit:

Defendant Exhibit #D-573-1A., generally described to be:

Letter to I.G. from Ober Commando and Translation,
10-2-39.

(Seite 2 des Originals)

beschrift.
GB

Oberkommando der Wehrmacht
69 b 22 W Stb W Rue III c
Nr. 4425/39

Berlin W 62, den 2.X.1939
Kurfuerstenstr. 63/39

Postanschrift: Berlin W.35,
Tirpitzufer 72-76

Betr.: Standard-Oil-Vertrag.

Vorg.: dort. Schreiben Dr. Ri/Ks vom 19.IX. 1939.

I.G. Farbenindustrie A.G.,
z.Hd. von Herrn Dr. Buestefiech

Berlin NW 7
Unter den Linden 83.

Auf Grund Ihrer Ausführungen in der Besprechung beim Wehrwirtschaftsstab am 13.IX.1939 sowie Ihrer Begründungen in dem oben genannten Schreiben wird bestätigt, dass seitens des Oberkommandos der Wehrmacht keine Bedenken bestehen:

- 1.) Ihre unter die Regelung des im Jahre 1939 mit der Standard-Oil of New Jersey abgeschlossenen Vertrages fallenden Auslandspatente auf dem Mineralölgebiete auf die Standard-Oil of New Jersey zu übertragen,
- 2.) Ihre Auslandspatente auf dem sogenannten Jasco-Gebiet auf die Standard-Oil of New Jersey zu übertragen,
- 3.) den bereits früher von hier gebilligten vorbereiteten Vertrag mit der Standard-Oil und einer Reihe weiterer Öl- und Konstruktionsgesellschaften auf dem Gebiete der Mineralölverarbeitung durch katalytisches Cracken auch unter den gemeinsamen Umständen abzuschließen, falls diese von seiten der Ausländer vorgeschlagen wird.

Entsprechend Ihren Darlegungen wird vorausgesetzt, dass im Interesse der Landesverteidigung geheimzuhaltende Erfindungen nicht zur Kenntnis des Auslandes gelangen. Von dem Erfahrungsaustausch mit

(Seite 2 des Originals-Fortsetzung)

der Standard-Oil und - in Falle des neuen Vertragsabschlusses -
mit weiteren Oel - und Konstruktionsgesellschaften müssen die
seitens der Wehrmacht als "Geheim" bezeichneten Erfin-

(Seite 3 des Originals)

dungen und Erfahrungen ausgeschlossen bleiben.

Der Chef des Oberkommandos der Wehrmacht

I. A.

Gen. Lehmann-Neuberg.

(page 4 of the original)

Exemplification-S. Sheet-Form No. 115-A

All of which we have caused by these presents to be exemplified, and the Seal of the Said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COKE Judge of the District Court of the United States for the Southern District of New York, at the City of New York, in the Southern District of New York, this 14th day of June in the year of our Lord one thousand nine hundred and forty-seven and of our Independence the one hundred and seventy-first.

Seal

s./ WILLIAM V. CONNELL
Clerk.

UNITED STATES OF AMERICA

SS:

SOUTHERN DISTRICT OF NEW YORK

I, ALFRED C. COKE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.

Dated, New York, June 14th, 1947.

s./ ALFRED C. COKE
United States District Judge.

UNITED STATES OF AMERICA

SS:

Southern District of New York.

I, WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District New York, do hereby certify, that Honorable ALFRED C. COKE, whose name is subscribed to the preceding certificate, is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, at the City of New York, in the Southern District of New York, this 14th day of June 1947.

s./ WILLIAM V. CONNELL
Clerk.

Seal

(page 5 of the original)

(Translation: J.L.)

COPY
GE

Oberkommando der Wehrmacht
68 b 22 W Stb W Ru III c
Br. 6425/39

Berlin W 62, Oct. 2, 1939
Kurfuerstenstr. 63/69
Postal Address: Berlin W.35
Tirpitzufer 72-76

Subject: Standard Oil Agreement
Prior ref: Your letter Dr. V.R. Ri/Ks of September 19, 1939
I.G. Farbenindustrie A.G.

Attention: Dr. Baetofisch

Berlin W 7
Unter den Linden 82

On the basis of your statements made in the conference at the
Wehrwirtschaftsstab (Economic Defense Headquarters) on September 13, 1939,
and the reasons given in your letter referred to above, we confirm
that the Supreme Command (Oberkommando) of the Wehrmacht has no
objections to the following:

1. That you transfer to Standard Oil of New Jersey your
foreign patents in the petroleum field which come within
the terms of the agreement concluded with Standard Oil of
New Jersey in 1939;
2. That you transfer to Standard Oil of New Jersey your
foreign patents in the so-called Jreco field;
3. That you conclude even in the present circumstances the
breached agreement with Standard Oil and a number of
other oil and construction firms in the field of petroleum.

Exhibit
U.S. Court
N.Y.
June 6-1945

(page 5 of the original)

processing by catalytic cracking; if this is proposed
by the foreigners.

In accordance with your statements it is assumed that
inventions which are to be kept secret in the interest of national
defense will not be made known to persons abroad. Inventions and
experience data designated as "secret" by the Wehrmacht must remain
excluded from the exchange of experience with Standard Oil and — in
the event of a new agreement—with other oil and construction firms.

On behalf of the Supreme Command
(Oberkommando)

of the Wehrmacht

Lothmann-Halens.

"A CERTIFIED TRUE COPY"

MILITARY JUDICIAL NO. _____
CASE NO. VI
Prosecution Document Book No. XXXXIII

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Longl.



INDEX TO

DOCUMENT BOOK NO. XXXIII

COUNT 1-P I.G. FARSEN PARTICIPATED IN RECOVERING
GERMANY'S POTENTIAL INVENTIONS

Exhibit Number	Document Number	Description of Document	Page in	
			Doc. Bk.	Trans.
	NI-10468	Letter from Ter Meer and Loehr of 5 October 1939 to the Reich Ministry of Economics stating "The development of the political situation does not permit the conducting of detailed information envisaged for the fall and in particular, it cannot at present be considered to give technical experience concerning buns to an American company".		
	NI-10439	Letter from Ter Meer and Rustefisch of 5 October 1939 to the Wirtschaftsstab following generally contents of 5 October 1939 letter; indicating intention to transfer to Standard buns patents in Britain, France, and U.S. and concluding w/ trust "that there are no objections to the intended transfer of the patents without revelation of any technical experience whatsoever."		
	NI-10440	Letter from OMZ to I.G. Farben of 11 October 1939 approving transfer of buns patents.		
	NI-10441	Letter from Ministry of Economics to Farben of 12 October 1939 approving transfer of buns patents.		
	NI-10442	Ringer's memorandum of 8 October 1939 on conference with Fowler in The Hague on September 24 and 25, 1939, stating that Jasco patent assignments were transferred exclusive of buns patent rights. Buns patents left for further negotiations.		
	NI-10443	Letter from F.M. Howard to S. Parish of 12 October 1939 entitled "Report on European Trip".		
	NI-10444	Letter from F.M. Howard to A.G. Minton of 16 October 1939 stating, "We have received assignments to Jasco of all patent rights involved from I.G. save those patent rights relating to the buns process. The I.G. representatives were unable to deliver these to us in The Hague because the consent of their government had not yet been secured."		



Exhibit Number	Document Number	Description of Document	Page in Doc. Bk. Trans.
	NI-10445	Memorandum by Hopkins of 19 October 1939 on bunc experimentation in U.S. stating: "The I.G. has not furnished anyone technical information, although Mr. Murphree walked through one of the plants several years ago."	54
	NI-10472	Letter from Howard to Minton of 25 October 1939 on conversations with Joint Army and Navy Munitions Board at which Howard explained to them the superiority of Bunc S stating that: "We have not complete technical information on the Bunc S manufacture in this country, and cannot obtain any more information from Germany."	55
	NI-10473	Two letters from Howard to Thomas of 6 November 1939 indicating that Farben has withdrawn completely from bunc manufacturing in the U.S. and asking him to keep quiet about the matter. Cf. next document No. 49.	56
	NI-10446	Cable from Howard to Ter Meer and Ringer of 14 November 1939 on bunc discussions in U.S. with DeForest.	57
	NI-10474	Cable from Howard to Ter Meer and Ringer of 22 December 1939 on cooperation with U.S. rubber companies.	58
	NI-10448	Memorandum from Hopkins to Howard of 4 April 1940 stating, "It is suggested that you try to get information as to (1) Just which classifying agents and proprietors the I.G. uses in making bunc..."	59
	NI-10449	Letter from Hopkins to Currie of 5 April 1940 saying that Farben assigned only about half of the bunc patents. Memorandum of 21 May 1940 on Esalo conference of 3 May 1940 signed Ter Meer and Lochr.	60
	NI-10475	Cable from Howard to Ter Meer and Ringer of 10 June 1940 asking them to use every effort to complete list of bunc patents and forward assignments.	61
	NI-10476	Cable from Howard to Ter Meer of 31 July 1940 thanking him for bunc assignments.	62
	NI-10451	Letter from Farben to the GKI on transfer of patents to Standard.	63

Exhibit Number	Document Number	Description of Document	Page in Doc.Bk. Trans.
	NI-10452	The Hague memorandum.	
	NI-10551	Study by Farben scientists of 30 May 1944 on vital processes obtained from America for Germany.	
	NI-10553	Memorandum of 21 May 1940 by Ter Meer and Loehr of 3 May 1940 meetings in Basle with respect to the transfer of Buna patents to Josco.	
	NI-10620	Charts prepared by Leon Henderson showing the estimated rubber situation in the U.S. for the years 1942, 1943 and 1944.	10
	NI-10621	Memorandum to the President from Edward R. Stettinus of 11 September 1940, on the necessity for constructing synthetic rubber plants for defense purposes.	15
	NI-10549	Letter from Frank Howard to Clayton on 27 February 1941 reviewing the rubber situation in the United States.	117
	NI-10963	Agreement of October 23, 1931 between Farben and Aluminum Co. of America providing among other things for formation of Magnesium Development Corporation to be jointly controlled; for assignment to such corporation of patents relating to production and fabrication of magnesium; and providing that neither of the parties would engage in the production of magnesium in the U.S. without offering the other party equal participation.	1-1
	NI-10967	Agreement of February 3, 1933 between Farben and Aluminum Co. of America, according to the terms of which Farben was given the right to subscribe to 50% of the stock of the American Magnesium Corporation. The parties agreed that neither was thereafter to fabricate magnesium production in the U.S. independently of the American magnesium company thereby eliminating competition between themselves in the fabrication of magnesium products.	2

Exhibit Number	Document Number	Description of Document	Page in Doc. Ex. Trans.
	NI-10966	Agreement of January 1, 1934, between Magnesium Development Corporation, the Dow Chemical Co., and American Magnesium Co., by the terms of which Dow and Magnesium Development Corp., cross-licensed each other under patents relating to the fabrication of magnesium.	
	NI-11203	Extracts from complaint filed in the District Court to the U.S. for the Southern District of New York in the case of the United States of America vs. Aluminum Company of America et al., on the basis of which a consent decree was entered. This extract summarizes pertinent provisions of various contracts between Forban and American companies relating to magnesium.	
	NI-10965	Agreement between Forban and Dow Chemical Co. of September 7, 1934, paragraph 4 of which reads as follows: "Dow agrees to confine its sales in Europe solely to the I.O., with the exception that it reserves the right to sell the British Magnium or its successors not more than 300,000 pounds per annum at a price not lower than the price quoted to I.O. for the same quantities, plus an extra charge of not less than 4-cents per pound for I.O.'s larger consumption. Dow further promises to use its best endeavor to keep British Magnium or its successors from reselling Magnesium in ingot form and will try to limit its purchases to its own use in fabricating."	
	NI-10954	Letter of May 20, 1936, from Dow to exporter stating Dow's inability to offer magnesium for export.	
	NI-10953	Letter of March 19, 1936, from Dow Chemical Co. to an Egyptian firm indicating inability to furnish magnesium powder and magnesium alloys.	
	NI-10952	Letter of March 5, 1936 from Dow Chemical Co. to a firm in London expressing inability of Dow to furnish magnesium alloys for aircraft purposes to addressee.	
	NI-10950	Letter of June 4, 1937 to London Firm Dow Chemical Co., was still unable to supply magnesium metal to England.	120
	NI-10955	Letter from Dow Chemical Co. to Roumanian firm expressing inability to supply magnesium metal to Roumania.	122

Exhibit Number	Document Number	Description of Document	Page in Doc. Sk. Trans.
	NI-10959	Letter of May 10, 1938, from Dow Chemical Co. to Canadian firm expressing inability of Dow to furnish magnesium alloys to Canada.	
	NI-4832	Affidavit of Ernst Struss of 13 March 1947 concerning (1) secret construction of a new large magnesium plant on order of the Luftwaffe as early as the end of 1933; (2) beginning of stockpiling of magnesium at least as early as 1935 in tubes packed in boxes and marked "textiles shells"; and (3) expressing the opinion of Struss that this stockpiling was the reason for Forban's procuring of magnesium from Dow Chemical Co.	
	NI-8317	Affidavit of Struss of February 6, 1947 also relating to the building of a magnesium plant for the stockpiling of magnesium.	
	NI-1148	Three memoranda by Neukirch, Direktor of Forban Magnesium plants at Bitterfeld, concerning stockpiling for "Case A" including stockpiling of electron metal.	
	NI-622	Memorandum to Col. Thomas, Chief of Military Economic Office from Forban dated 29 October 1934, concerning erection by Forban of small magnesium factory in England and indicating that matter had already received the approval of Reich War Ministry. Letter refers to a control office erected under the supervision of Col. Thomas which is responsible for all questions of contracts for patents for all branches of the Lehnzucht.	
	NI-10969	Contract between Rheinisch-Westfälische and Remington Arms of 14 November 1929, concerning the manufacture of tetraecene and the use of tetraecene as primary materials in ammunition. Contract provides "REMINGTON shall not sell military ammunition containing any tetraecene in Germany and in any or all of the countries comprising the British Empire."	
	NI-10970	Agreement between D.G., successor to Rheinisch-Westfälische and Remington Arms of 1 January 1934 modifying certain provisions of the 1929 contract. Paragraph 1 states "Military ammunition" is defined as "ammunition of sizes and types ordinarily	

Exhibit Number	Document Number	Description of Document	Page in Doc.Bk. Trans.
		used in war and sold directly to or made under a license from Remington by a Government actually engaged in war, or storing the ammunition thus made or purchased for the purpose of war."	
	NI-10963	Memorandum by Attorney for Remington Arms expressing view that for the sale of tetraene primer ammunition to the British Purchasing Commission or to South Africa or to Canada should not be made by reason of above mentioned contracts.	2
	NI-10964	Memorandum by same attorney of February 10, 1941 to similar effect.	
	NI- 7745	Affidavit of July 7, 1947 by Walter Jacobi, former representative of Farben with the Nitrogen Syndicate and International Nitrogen Cartel, concerning Farben's participation therein. Affidavit indicates way in which German nitrogen production was being diverted principally for synthetic gasoline and explosives, although Farben represented that nitrogen was being used for agricultural purposes.	
	NI-11197	Memorandum of 29 July 1943 from Ringer, office of Sperrt. I, to defendants Kuegel, Schneider, von Thielitz, and Buchtafisch concerning activities of Farben's subsidiary Chemycor in New York in obtaining information from the U.S. concerning technical developments in various fields including oil and nitrogen.	
	NI-11204	Interrogation of 12 July 1945 of defendant Kuegler admitting that the foremost purpose of the Nazi Government and Farben was to keep the Wehrmacht all powerful vis-a-vis all countries including the U.S.	
	NI- 7543	Excerpts from interrogation of 16 April 1947 of defendant Von Thielitz concerning clearance of foreign agreements with the Military Economics Staff of the Wehrmacht from 1935 on.	
	NI-10786	Extract from report on Cartels and national security from the Subcommittee on War Mobilization to the Committee on Military Affairs, U.S. Senate, dated November 13, 1944, with specific reference to Farben.	5

Exhibit Number	Document Number	Description of Document	Page in	
			Doc. Ek.	Trans.

NI-10784 Extracts from study made for the Subcommittee on War Mobilization of the Committee on Military Affairs, U.S. Senate, in 1944, concerning cartels and particularly concerning Farben's role in weakening foreign countries.

NI-10785 Extracts from testimony by Attorney General Biddle in hearings before a Subcommittee of the Committee on Military Affairs, U.S. Senate in 1944, concerning Farben's efforts to restrict American production.

DOCUMENT No. NI - 10468 -
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES.

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the District Court of the United States for the Southern District of New York, do find described in the clerk's minutes of trial in the case of STANDARD OIL COMPANY (I.J.) et al, vs. JAMES E. MURKIN, as Alien Property Custodian, (Docket Number Civil 36-410) certain paper writings there, in the words and figures following, to wit :

Defendant Exhibit # D - 579 - generally described to be :

Letter Oct 3/37 and translation.

(Seite 2 des Originals)

An den
Herrn Reichswirtschaftsminister,
s.Hl. von Herrn Ministerialrath
Dr. W u l f ,

Berlin W. 5.
Behrenstr. 43.

Dr. L/GS

5. Oktober 1939

Betr.: Übertragung von Bann - Patenten auf Standard Oil Co.
of New Jersey.

Wie Ihnen bekannt, ist mit der Standard Oil Co. vereinbart, bei der Verwertung unserer Bann - Verfahren mit dieser Gesellschaft zusammenzugehen., insoweit fuer die Fabrikation des Banns Erdöl oder Rohstoffe der Erdölindustrie in Betracht kommen.

Es war ferner in Aussicht genommen, im Laufe dieses Herbstes mit der Standard Oil Co. zu einer Regelung ueber die Bedingungen zu kommen, unter denen die Auswertung unserer Bann - Patente und Erfindungen erfolgen soll. Interne Überlegungen hatten zu dem Ergebnis geführt, dass diese Regelung zweckmässig im Rahmen unserer mit der Standard Oil Co. bestehenden Verträge auf dem Erdölgebiet geschehen sollte, und dass hierfuer insbesondere eine bereits seit 1930 bestehende Gemeinschaftsgründung namens Jasco geeignet ist. Unter dem fuer diese Gesellschaft ausgehenden Vertrag waren die auf Bann gerichteten Patente und Verfahren in die Gesellschaft einzubringen, und der einbringende Teil, in diesem Falle die I.G. hat Anspruch auf eine Vorzugsrente, während die restlichen Einkünfte zwischen I.G. und Standard Oil Co. zu teilen sind. Ausserdem war fuer Bann vorgesehen, fuer die Hergabe der wertvollen technischen

(Fortsetzung der Seite 1 des Originals)

Erfahrungen eine besondere Zahlung zu fordern.

Die Entwicklung der politischen Lage lässt nicht zu, die für den Herbst vorgesehenen Einzelverhandlungen zu führen, und insbesondere ist es zurzeit nicht vertretbar, technische Erfahrungen über Bunn zu eine amerikanische Gesellschaft zu geben. Hingegen erscheint es uns zur Wahrung der deutschen Interessen geboten, die beachtete Regelung mit der Standard Oil Co. zum Teil wirksam werden zu lassen, indem die in British Empire, Frankreich und USA bestehenden Bunn - Patente auf den Namen der Standard Oil Co. übertragen werden. Mit dieser Übertragung wird erreicht, dass die in deutschen Besitz befindlichen Patente etwaigen feindlichen Angriff entzogen werden. Die in British Empire und Frankreich bestehenden Patente sind hiermit jetzt im Hinblick auf den bestehenden Kriegszustand, als besonders gefährdet anzusehen. In USA sind unsere Bunn - Patente durch Verletzung stark gefährdet, ohne dass wir die Möglichkeit haben, hier von vorzugehen. Im Hinblick hierauf und auch auf mögliche politische Verwicklungen mit USA halten wir es für richtig, die Patente auf einen amerikanischen Inhaber zu übertragen, der mit uns in freundschaftlichen Beziehungen steht und von dem wir wissen, dass er auch in Zukunft mit uns auf freundschaftlicher Basis zusammenarbeiten wird. Die Übertragung würde unter solchen Bedingungen erfolgen, dass wir an den Ergebnissen etwaiger Auswertung der Patente bevorzugt beteiligt bleiben.

Wir werden Ihnen für Bestätigung verbunden, dass gegen die beachtete Übertragung von Patenten (ohne Herausgabe irgendwelcher technischer Erfahrungen) Bedenken nicht bestehen.

Antw.erbeten an: I.G. Farben- Heil Hitler !
Industrie A.G.m.H.v. I.G. FARBE INDUSTRIE AKTIEGESELLSCHAFT
Herrn Direktor Dr. ter Meer. Ges. ter Meer Ges. Leehr.
Frankfurt/M. 20
Grüneburgplatz

(Page 4 of original)

All of which we have caused by these presents to be exemplified,
And the Seal of the said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COXE
Judge of the District Court of the United States for the
Southern District of New York, at the City of New York, in
the Southern District of New York, this 14th day of June
in the year of our Lord one thousand nine hundred and forty-
seven and of our Independence the one hundred and seventy-
first

(stamp) (signed) William V. Connell
Clerk.

UNITED STATES OF AMERICA,
SS:
SOUTHERN DISTRICT OF NEW YORK.

I, ALFRED C. COXE, one of the Judges of the District Court of
the United States for the Southern District of New York, do hereby
certify, that WILLIAM V. CONNELL, whose name is subscribed to the
proceeding exemplification, is the Clerk of the said District Court,
duly appointed and sworn, and that full faith and credit are due to
his official acts. I further certify that the Seal affixed to the
said exemplification is the Seal of the said District Court, and that
the attestation thereof is in due form of law.

Dated, New York, June 14th, 1947.

(signed) Alfred C. Coxo.
United States District Judge.

UNITED STATES OF AMERICA,
SS:
SOUTHERN DISTRICT OF NEW YORK.

WILLIAM V. CONNELL, Clerk of the District Court of the United
States for the Southern District of New York, do hereby certify, that
Honorable ALFRED C. COXE, whose name is subscribed to the proceeding
certificate, is one of the Judges of the District Court of the
United States for the Southern District of New York, duly appointed
and sworn, and that the signature of said Judge to said Certificate
is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
the Seal of the said Court, at the City of New York, in the Southern
District of New York, this 14th day of June, 1947.

(stamp) (signed) William V. Connell
Clerk.

(Page 5 of original)

TRANSLATION FROM GERMAN BY H. C. FURSTENWALDE

To the
Reich Minister of Economics
Attention of Ministerial Director Dr. Mulert
Berlin W. 8
Behrenstr. 43

Dr. 1./GB

October 5, 1939

Subject: Assignment of Buna Patents of Standard Oil Co. of New Jersey.

As you know it has been agreed with the Standard Oil Co. to join with this company in the exploitation of our Buna processes in so far as petroleum or starting materials of the petroleum industry come in question for the manufacture of Buna.

It was further envisaged to arrive at a settlement with Standard Oil Co. in the course of this fall concerning the conditions under which the exploitation of our Buna patents and experience should take place. Internal considerations had led to the result that this arrangement should best take place within the framework of our existing contracts with the Standard Oil Co. in the petroleum field and that in particular a joint organization by the name of Jasco, existing since 1930, is suitable for this purpose. Under the contract applying to this company, the Buna patents and processes were to be brought into the company and the party bringing them in, in this case the I.G., has a claim to an overriding royalty, whereas the remaining revenues are to be shared between I.G. and Standard Oil Co. Furthermore, it was envisaged, as regards Buna, to demand a special payment for the release of the valuable technical experience.

(page 6 of original)

The development of the political situation does not permit the conducting of the detailed negotiations envisaged for the fall and in particular it cannot at present be considered to give technical experience concerning Buna to an American company. On the other hand, it appears to us to be advisable, for the protection of German interests, to permit the intended arrangement with Standard Oil Co. to become effective in part, by transferring to the name of Standard Oil Co. the Buna patents existing in the British Empire, France and U.S.A. By this transfer it is achieved that the patents in German possession will be removed from possible enemy seizure. The patents existing in the British Empire and France are, in view of the existing state of war, already to be regarded as extremely endangered. In the U.S.A. our Buna patents are greatly endangered by infringers without our having the possibility of proceeding against it. In view of this and also of possible political complications with the U.S.A., we consider it right to transfer the patents to an American holder, who is in friendly relations with us and of whom we know that in the future as well he will cooperate with us on a friendly basis. The transfer would take place under such conditions that we would retain preferential participation in the results of possible exploitation of the patents.

We would be grateful to you for confirmation of the fact that there are no objections to the intended transfer of the patents (without revelation of any technical experience whatever).

Heil Hitler!
I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
a/ ter Meer. s/ Loehr

(page 6 of original) cont'd)

Reply requested to: I.G. Farbenindustrie A.G.
Attention Director Dr. ter Meer,
Frankfurt a.M. (20)
Grüneburgplatz.

" A CERTIFIED TRUE COPY "

- 7 -

- E N D -

DOCUMENT NO. NI - 10439
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Seite 1 des Originals)

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find described in the clerk's minutes of trial in
the case of STANDARD OIL COMPANY (N.J.)
et al, vs. JAMES B. MAREHAM, as Alien
Property Custodian, (Docket Number Civil
26-414) certain paper writings there, in
the words and figures following, to wit:

Defendant Exhibit D-580-., generally described to be:

Letter Oct 6/39 and translation.

(Seite 2 des Originals)

An den
Wehrwirtschaftsstab
z.Hd. v. Herrn General Thomas
Berlin W
Kurfürstenstr. 63

Dr.L/ka

8.Okt. 1939

Übertragung von Buna-Patenten auf Standard Oil Co. of New Jersey.

Wir nehmen Bezug auf die heutige Unterredung der Unterzeichneten mit Herrn General Thomas, in der wir uns gestattet, folgenden Vorschlag zu unterbreiten.

In Verhandlungen, die wir im Herbst 1938 mit Zustimmung des Reichswirtschaftsministeriums in U.S.A. führten, hatten wir mit der Standard Oil Co. grundsätzlich vereinbart, bei der Verwertung unserer Buna-Verfahren mit dieser Gesellschaft zusammenzugehen, insoweit fuer die Fabrikation des Buna Erdoel oder Rohstoffe der Erdoelindustrie in Betracht kommen.

Es war ferner in Aussicht genommen im Laufe dieses Herbstes mit der Standard Oil Co. zu einer Regelung ueber die Bedingungen zu kommen, unter denen die Auswertung unserer Buna-Patente und Erfahrungen erfolgen soll. Interne Überlegungen hatten zu dem Ergebnis geführt, dass diese Regelung zweckmassig im Rahmen unserer mit der Standard Oil Co. bestehenden Verträge auf dem Erdoelgebiet geschehen sollte, und dass hierfuer insbesondere eine bereits seit 1930 bestehende Gemeinschaftsgründung namens Jasco geeignet ist. Unter dem fuer diese Gesellschaft massgebenden Vertrag waren die auf Buna gerichteten Patente und

(Seite 2 des Originals - Fortsetzung)

Verfahren in die Gesellschaft einzubringen, und der einzubringende Teil, in diesem Falle die I.G., hat Anspruch auf eine Vorkonzession, während die restlichen Einkünfte zwischen I.G. und Standard

(Seite 3 des Originals)

Oil Co. zu teilen sind. Ausserdem war fuer Duna vorgesehen, fuer die Herausgabe der wertvollen technischen Erfahrungen eine besondere Zahlung zu fordern.

Die Entwicklung der politischen Lage laesst nicht zu, die fuer den Herbst vorgesehenen Einzelverhandlungen zu fuehren, und insbesondere ist es zurzeit nicht vertretbar, technische Erfahrungen ueber Duna an eine amerikanische Gesellschaft zu geben. Hingegen erscheint es uns zur Waehrung der Deutschen Interessen geboten, die beabsichtigte Regelung mit der Standard Oil Co. zum Teil wirksam werden zu lassen, indem die in British Empire, Frankreich und U.S.A. bestehenden Duna-Patente auf den Namen der Standard Oil Co. ueberttragen werden. Mit dieser Uebertragung wird erreicht, dass die in deutschem Besitz befindlichen Patente etwaigen feindlichen Zugriff entzogen werden. Die in British Empire und Frankreich bestehenden Patente sind bereits jetzt in Hinblick auf den bestehenden Kriegszustand als ausserst gefaehrdet anzusehen. In U.S.A. sind unsere Duna-Patente durch Verletzer stark gefaehrdet, ohne dass wir die Moeglichkeit haben, hiergegen vorzugehen. In Hinblick hierauf und auch auf moegliche politische Verwicklungen mit USA halten wir es fuer richtig, die Patente auf einen amerikanischen Inhaber zu uebertragen, der mit uns in freundschaftlichen Beziehungen steht und von dem wir wissen, dass er auch

(Seite 3 des Originals - Fortsetzung)

in Zukunft mit uns auf freundschaftlicher Basis zusammenarbeiten wird. Die Uebertragung wuerde unter solchen Bedingungen erfolgen, dass wir an den Ergebnissen etwaiger Auswertung der Patente bevorzugt beteiligt bleiben. Wir versichern Ihnen fuer Bestaetigung verbunden, dass gegen die beabsichtigte Uebertragung von Patenten (ohne Herausgabe irgendwelcher technischer Erfahrungen) Bedenken nicht bestehen.

Heil Hitler !

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

gez.: der Meer Duotefisch

Antwort erbeten an:

I.G. Farbenindustrie A.G.

z.H.v. Herrn Dr. Duotefisch

Berlin NW 7

Unter den Linden 82

(page 4 of the original)

All of which we have caused by these presents to be exemplified and the Seal of the said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COXE

Judge of the District Court of the United States

for the Southern District of New York, at the CITY of New York, in the Southern District of New York, this 14th day of June, in the year of our Lord one thousand nine hundred and forty-seven and of our Independence one hundred and seventy-first.

sign.: William V. Connell

Clerk

UNITED STATES OF AMERICA

SS:

SOUTHERN DISTRICT OF NEW YORK

I, ALFRED C. COXE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.
Dated, New York, June 14th, 1947.

sign.: Alfred C. Cox.

United States District Judge

(page 4 of the original - cont'd.)

UNITED STATES OF AMERICA

SS:

SOUTHERN DISTRICT OF NEW YORK

I, WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District New York, do hereby certify, that Honorable ALFRED C COXE, whose name is subscribed to the preceding certificate, is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, at the City of New York, in the Southern District of New York, this 10th day of June, 1947.

William V. Connell

Clerk

(page 5 of the original)

TRANSLATIONS FROM GERMAN BY

To the
Wirtschaftsstab (Economic Defense Staff)
Attended General Thomas
Dr. L. L. W.
Kurfuerstenstr. 63

Dr. L/ka

Oct. 6, 1939

Transfer of Duna to Standard Oil Co. of New Jersey.

We beg to refer the conversation had by the undersigned today with General Thomas in the course of which we took the liberty of submitting the following proposal:

In negotiations which we conducted in the fall of 1938, with the approval of the Reich Ministry of Economics in U.S.A. we agreed with the Standard Oil Co. in principle to work with this company in the exploitation of our Duna process in so far as petroleum or starting materials of the petroleum industry come in question for the production of the Duna.

It was further envisaged to arrive at a settlement with Standard Oil Co. in the course of this fall concerning the conditions under which the exploitation of our Duna patents and experience should take place. Internal considerations had led to the result that this arrangement should best take place within the framework of our existing contracts with the Standard Oil Co. in the petroleum field and that in particular a joint organization by the name of Jasco, existing since 1930, is suitable for this purpose. Under the contract applying to this company, the Duna patents and processes were to be brought into the company and the

(page 6 of the originals)

party bringing them in, in this case the I.G., has a claim to an armidevig-royalty, whereas the remaining revenues are to be shared between I.G. and Standard Oil Co. Furthermore, it was envisaged, as regards Duna, to demand a special payment for the release of the valuable technical experience.

The development of the political situation does not permit the conducting of the detailed negotiations envisaged for the fall and in particular it cannot at present be considered to give a technical experience concerning Duna to an American company. On the other hand, it appears to us to be advisable, for the protection of German interests, to permit the intended arrangement with Standard Oil Co. to become effective in part, by transferring to the name of Standard Oil Co. the Duna patents existing in the British Empire, France and U.S.A. By this transfer it is achieved that the patents in German possession will be removed from possible enemy seizure. The patents existing in the British Empire and France are, in view of the existing state of war, already to be regarded as extremely endangered. In the U.S.A. our Duna patents are greatly endangered by infringers without our having the possibility of proceeding against it. In view of this and also of possible political complications with the U.S.A., we consider it right to transfer the patents to an American holder, who is in friendly relations with us and of whom we know that in the future as well he will cooperate with us on a friendly basis. The transfer would take place under such conditions that we would retain preferential participation in the results of possible exploitation of the patents.

(page 7 of the original)

We would be grateful to you for confirmation of the fact that there are no objections to the intended transfer of the patents (without revelation of any technical experience whatsoever)/

Heil Hitler !

I.G. FARBERINDUSTRIE AKTIENGESELLSCHAFT

(agd) tor Meer Dueterfisch

Reply requested to:

I.G. Farbenindustrie A.G.

Attention: Dr. Dueterfisch

Berlin NW 7

Unter den Linden 82

" A Certified True Copy "

- 9 -

End .

15

DOCUMENT NO. NI - 10440
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the District Court of the United States for the Southern District of New York, do find described in the clerk's minutes of trial in the case of STANDARD OIL COMPANY (N.J.) et al, vs. JAMES D. HANCOCK, as Alien Property Custodian, (Docket Number Civil 26-41) certain paper writings there, in the words and figures following, to wit:

Enclosed Exhibit 4-5-1-14., generally described to be:

Copy letter 10/11/39 & translation.

Korra Dr. Tor Moor

in Anfrage von Korra Dr. Quetofisch

14.10.39
Init. Kr

Gekheim!

1. Dies ist ein Staatsgeheimnis im Sinne des § 86 RStG
2. Weitergabe nur verschlossen, bei Postbeförderung als "Einschreiben"
3. Aufbewahrung nur unter Verantwortung des Empfängers unter verschlossenen Verschluss

Abchrift

Oberkommando der Wehrmacht
An. 3 1 32 W Stb W/i VII
Nr. 10637/39 z

Berlin W 35, den 11. Oktober 1939

Objekt: Ihr Schr. Nr. L/Kr v. 6.10.39
Wahrh. Übertragung von Luma-Patenten auf
Standard Oil Co. of New Jersey.

Firma

I.G. Farbenindustrie A.G.
K. A. v. Herrn Dr. Baetzelich

Berlin NW 7
Unter den Linden 82

Ich halte Ihren Vorschlag, die im britischen Weltreich, in Frankreich
und in den Vereinigten Staaten bestehenden Luma-Patente auf die Standard
Oil Co. in New Jersey zu übertragen, für zweckmässig und stimme ihm zu.

Vor Chef des Oberkommandos der Wehrmacht

I.A.
gek. Unterschrift

Original u.G.A.
1. Abchrift Herrn Dr. von Kaierien
2. Abchrift Herrn Dr. Baetzelich

Kennzeichen ungeserlich

Exemplification - 2d Sheet - Form No. 115-A

All of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed.

Seal WITNESS, the Honorable ALFRED C. COXE
Judge of the District Court of the United States for the Southern District of New York, at the City of New York, in the Southern District of New York, this 14th day of June, in the year of our Lord one thousand one hundred and forty-seven and of our Independence the one hundred and seventy-first.

s/ William V. Connell
Clerk

UNITED STATES OF AMERICA
ss:
SOUTHERN DISTRICT OF NEW YORK

I, ALFRED C. COXE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.

Stated, New York, June 14th, 1947.

s/ Alfred C. Coxe
United States District Judge.

UNITED STATES OF AMERICA.
ss:
SOUTHERN DISTRICT OF NEW YORK.

I WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District of New York, do hereby certify, that Honorable ALFRED C. COXE, whose name is subscribed to the preceding certificate, is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

Seal IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, at the City of New York, in the Southern District of New York, this 14th day of June, 1947.

s/ William V. Connell
Clerk

(Translation:
JL;

TO Mr. Ter Meer

At the request of Mr. Duotofisch

Oct. 14, 1939

(signed) Kr

(Translation: JL)

SECRET

1. This is an official secret within the terms of Section 36 of the criminal Code of the Reich.
2. Delivery to others only under cover, to be mailed as registered only.
3. To be kept, upon the responsibility of the recipient under lock and key.

Copy

October 11, 1939.

Oberkommando (Supreme Command) of
the Wehrmacht
AZ. 3 i 32 W Stb Wkt VII
Nr. 10637/39 a

Reference: Your letter Nr. L/kz of Oct 6, 1939.
Subject: Transfer of Luma-Patents to Standard Oil of New Jersey

To the I.G. Farbenindustrie A.G.

Attention of Dr. Dastofsch
Berlin NW 7
Unter den Linden 92

I consider your proposal to transfer to the Standard Oil Co. in New Jersey the Luma patents existing in the British Empire, France, and the United States as sound and agree to it.

On behalf of the Chief of the
Supreme Command of the Wehrmacht
(signed) Signature

Original: To the Files
1st Copy to Dr. von Kadorien
2nd copy to Dr. Ter Meer

"A CERTIFIED TRUE COPY"

- 6 -

(3 B .)

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in the case of STANLEY OIL COMPANY (U.S.)
et al, vs. JAMES E. MURPHY, as Alien
Property Custodian. (Docket Number Civil
26-413) certain paper writings there, in
the words and figures following, to wit:

Defendant Exhibit D-502-1, generally described to be:
Letter to I.O. 10/12/39 translation.

Abschrift

Der Reichswirtschaftsminister
II Chem. 21050/39:

Berlin W8, den 12. Oktober 3.
Dohrenstrasse 43

Stempel: G e h e i m !

1. Dies ist ein Staatsgeheimnis im Sinne des Par. 86 RStGB.
2. Weitergabe nur verschlossen, bei Postbeforderung als "Einschreiben".
3. Aufbewahrung unter Verantwortung des Empfängers unter verschlossenen Verschluss.

An die

I.G. Farbenindustrie AG.,
a.Hd. von Herrn Dr. Carl Meer,

Frankfurt a.M. (30)
Gründungsplatz.

Unter Hinweisnahme auf die mit Ihnen geführten Besprechungen über die Überbrückung der Lizenzrechte auf die Standard Oil Co., of New Jersey teile ich Ihnen mit, dass von meiner Seite Bedenken hiergegen nicht geltend gemacht werden.

In Auftrag
des. von Lemmer

Stempel

Beiliegend
des. Krennauer
Auerangestellter

Dr. Ringer telefonisch
durchgegeben am 10.10.39 des. Leck

Original bei Herrn Lemmer

abschriftlich an Dr. Ringer

ALL of which we have caused by these presents to be exemplified and the Seal of the said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COKE Judge of the District Court of the United States for the Southern District of New York, at the City of New York, in the Southern District of New York, this 14th day of June, in the year of our Lord one thousand nine hundred and forty-seven and of our Independence the one hundred and seventy-first.

WILLIAM V. CORWELL
Clerk.

Seal

UNITED STATES OF AMERICA

404

SOUTHERN DISTRICT OF NEW YORK

I, ALFRED G. COKE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.

1-104, New York, June 14th, 1947.

W. L. WILSON, C. COXE
United States District Judge.

UNITED STATES OF AMERICA

66:

Southern District of New York.

I, WILLIAM V. CUNNINGHAM, Clerk of the District Court of the United States for the Southern District New York, do hereby certify, that Honorable ALFRED C. COLE, whose name is subscribed to the preceding certificate, is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, of the City of New York, in the Southern District of New York, this 16th day of June 1947.

Sem1

D. WILLIAM T. CONNELL
Clerk.

(Translation:JL)

copy

The Reichswirtschaftsminister
(Minister of Economic Affairs)

II Cham. 2105/39;

Berlin W 5, October 12, 1939
Johannstrasse 43

Secret!

1. This is an official secret within the terms of Section 58 of the Criminal Code of the Reich.
2. Delivery to others only under cover, in using the mails use registered mail only.
3. To be kept, upon the responsibility of the recipient, under lock and key.

To the I.G. Farbenindustrie A.G.,
attention Dr. Ger Neer,
Frankfurt on the Main (10)

Gruenchburgplatz

This is with reference to the conversations had with you concerning the transfer of the sun patents to the Standard Oil of New Jersey. I inform you that I do not raise objections against this transaction.

On behalf of the Minister
(signed) von Munken

Stamp

Informed Dr. Winger by phone
on Oct. 14, 1939 (signed) Loehr

Certified

(signed) Kronauer
Office Clerk

Original with Mr. Laroeth
1 copy to Dr. Winger

Exhibit
U.S. Dist. Court
dist-No. -
Jun 5, 1945

"A CERTIFIED TRUE COPY"

- 4 -

(ENL.)

TRANSLATION OF DOCUMENT No. NI-10442
OFFICE OF CHIEF OF COUNSEL FOR MR. CHILDS

OFFICE OF SPARTAN-I

(Transl. Note:

Handwritten note: V. Catalytic
breaking III)

October 8, 1939
Dr. Ri./GE

Memorandum concerning a conference with Mr. Howard in the Hague on
September 24 and 25, 1939.

On the part of I.G., Messrs. Dr. Braun and Dr. Ringer were present

1. Howard was informed about the following events:

- (a) Sale of our Standard-I.G. shares to Standard.
- (b) Exchange of cables in the matter of the acquisition of the
USAC-shares.

The original letters in this matter, that is, our letter of
10 July 1938 to Standard Oil Development Co. and our letter of
10 July 1938 to Standard I.G., were delivered to Mr. Howard.

2. Transfer of patents.

The documents transferring our patent rights in the hydro-carbon
field and in the field of Jasco, exclusive of Buna patent rights,
were delivered to Mr. Howard. Dr. Braun will set forth details
concerning the handling of the transfer in a special memorandum.

3. Readjustment of Jasco.

The discussion of the situation in the Jasco field resulted in
proposals for a comprehensive readjustment of Jasco. The most essential
points covered in the course of the negotiations are set forth below:

We first informed Howard that IG has sold its Jasco shares to Mr.
Duisberg for a payment of \$4,000. Subsequently to this sale, we
had received from Standard Oil Development Co. a proposal to the
effect that Stand. Oil Development would like to buy our Jasco shares
for a like sum. We pointed out that we were, of course, ready to
consider this proposal since under certain conditions a sale of our
Jasco-shares to Stand. Oil Development Company appeared to be to our
advantage. Mr. Duisberg would certainly agree to such a re-sale.

In order to be able to reach a decision on the purchase of the Jasco
shares Howard asked to be told first what we intend to do about the
patent rights for Buna which, for the time being, had not been included
in the transfer. In reply, we informed Howard that I.G., of course,
adhered to the agreement reached at an earlier date that Buna should
be dealt with within the framework of Jasco. It is true, we said, that
we had intended to make supplementary agreements concerning Buna with
Standard, especially with respect to the production of Buna from raw
materials other than those provided for in the Jasco Agreement. We
had considered to exploit Buna jointly with Standard in the United
States on the basis of all possible basic materials. We would thus
bring in additional rights for joint exploitation. In consideration
of that, exploitation of Buna

(page 2 of original)

in certain other countries should be reserved to us exclusively. This supplementary agreement could no longer be entered into at the present time. In order not to forestall a future agreement it appeared to us at the moment, best to bring into Jasco the Buma patents for the United States, the British Empire and France. (We later on added Iraq since we had assumed that Iraq was at war with us.) We emphasized that between us it should be clarified in suitable form that the bringing in of our Buma rights was limited to exploitation on the basis of the raw material mentioned in the Jasco Agreement.

Howard took up the proposal for dealing with Buma and said that at the present time it might be best to re-adjust Jasco quite generally on a similar basis. I.G. has in the Buma field, he said, as in all other processes heretofore brought into Jasco, (with the exception of Oppanol) a claim to a 25% overriding royalty. I.G. should waive this overriding royalty and, in consideration of this waiver, obtain the exclusive exploitation of the rights in the Jasco field in the countries outside of the USA, British Empire and France. Standard Oil Development Company should then acquire the Jasco Shares of I.G.

We told Howard with reference to this proposal that he would presumably admit that under it, Standard Oil Development would be given those countries which offer by far the best prospects for an exploitation of the Jasco processes. Nevertheless we told him his proposal would be a useful basis for negotiations, if it were clearly understood between us that the final financial results for both parties should be the same as those which would have been obtained under the existing Jasco Agreement had that agreement been normally performed, and if it could be stipulated in a form that is not open to challenge; that, when the time comes, the agreement to be reached now could be amended even retroactively with respect to its financial results. Perhaps we should prefer a readjustment according to which the countries would be divided up between the partners of Jasco, both parties would render annual accounts on their settled excess amounts. Howard first thought this method feasible but upon closer consideration reached the opinion that the purpose of these readjustments could be seen through too easily. The proposal for the readjustment was then drawn up in such a manner that a revision of the division of countries should take place if the financial results for either party, measured by the terms of the Jasco agreement, should not be adequate. This proposal was set forth in the memorandum "re: readjustment of Jasco" which is now before us for our approval. The following are detailed comments on this proposal:

- a) The statement in the first Heredia Clause concerning the rights of Jasco is not entirely correct. We were aware of this incorrectness but we believe that for various reasons this wording is the most favorable. Howard was of the opinion that in the United States, the grant of exclusive licenses is to be considered the equivalent of an assignment of the patents. The memorandum intentionally avoids emphasizing that according to the Jasco Agreement Standard can only claim the patent rights for exploitation on the basis of the raw materials of the mineral oil industry.

(page 3 of original)

- b) We discussed at length with Howard the point that the contractual rights as determined by the Jasco Agreement should not be modified

by the transfer that is now to be effected, and that, accordingly, Jasco does not obtain the right of exploiting the patents transferred, outside the Jasco field. Jasco has to return to I.G. an exclusive license for such rights which lie outside the field of Jasco. With respect to this point, we have submitted to Howard a letter addressed to him to which he has agreed by signing it. Howard has not received a carbon copy of this letter.

- c) Howard was reminded of the understanding reached previously according to which an exploitation of Buna in the United States shall take place only after consultation with Dupont.
- d) We receive current license payments from Standard Oil Development Company for the use of Oppanol with regard to oil. Oppanol comes within the Jasco Agreement with respect to its use with regard to oil too, but until now the payments have not been channelled through Jasco. So far, final arrangements for the license payments for Oppanol have been postponed to await developments. The readjustment of Jasco may now result in Standard Oil Development Company's withholding license payments for Oppanol with regard to oil, until the later adjustment. In order to avoid this, we asked Howard that the payments for Oppanol with regard to oil should be handled as heretofore. Howard has agreed to this. The agreement was set forth in a special letter from Howard addressed to us.
- e) Howard was informed that our Jasco Shares have been pledged to the Hambros Bank. Proposals for winding up this matter are contained in the Memorandum.
- f) In a later discussion Howard inquired whether under the present circumstances we would be able to transmit know-how for the production of Buna to the United States. He himself considered this unlikely since in the event of a war, the United States would be dependent upon the importation of crude rubber. We have promised Howard to answer this inquiry. Howard himself anticipates a refusal to transmit technical experience. In any event, he has not conditioned the readjustment of Jasco upon our furnishing experiences for Buna.

4. CMA - Agreement.

In the proposed broadened agreement concerning catalytic cracking (Long Beach Agreement) it was provided that, of the Shell Group, the American Shell Development Company and the Bataafsche Petroleum Maatschappij should sign the agreement as partners. The definition states specifically that the Shell Transport and Trading Co., which is 100% English, joins the agreement together with the Shell Concern. Howard had been in London prior to the conference in The Hague and evidently had talked there about the further cooperation between I.G. and Shell, and perhaps also between I.G. and I.H.F. Jacobson and Nieuwenhuis were together with him in London and returned to The Hague at the same time. Howard stated that under present conditions,

(page 4 of original)

Shell could not enter into an agreement in which I.G. participates, since English companies belong to the Shell concern. In this connection it may be stated that Howard on a later occasion said that Jacobson, as Howard believed, had been instructed in London not to participate in the conference with me. When I asked the American Shell Development Company thought of this problem Howard said that in contrast to the Bataafsche, the American Shell Development Company

had taken the point of view that it could by all means enter into an agreement and further into an exchange of know-how with I.G.; it may be expected, however, that the Batanfsche will prevail with its viewpoint adopted under the influence of London, according to which the American Shell Development Company, too, cannot enter into any direct exchange of know-how with I.G. In view of these circumstances Howard said it would of course also be impossible for I.G. to enter into an agreement with Shell now. Nevertheless he believes it possible to adhere in substance to the agreement arrived at in Long Beach provided that a transmittal of know-how from I.G. to Shell and vice versa be precluded. Howard proposed that I.G. assign its rights to Standard-I.G. and that Standard I.G., in exchange for the further transfer of our rights, receive the stipulated license payments and rights for Germany from the other parties to the agreement and that Standard I.G. then transfer these rights to I.G. subject to the limitation that an exchange of know-how may take place only to the extent that the laws of the countries of the companies involved permit it. In its practical effect, this proposal means that the Long Beach Agreement is not changed in substance but that the I.G. does not participate directly in the Agreement as a partner; at the same time it is contemplated that the direct exchange of know-how provided for in the Long Beach Agreement will be reestablished between the parties as soon as circumstances permit.

This proposal was committed to writing in a letter which is to be addressed by us to Howard and which is now before us for approval. It is expected that Howard will return to New York by plane on 4 October 1939.

5. During the conference with Howard the point was repeatedly raised how the various questions pending between us and Shell should be resolved in the future. Howard avoided committing himself. He said that he may have to act as intermediary in such questions. In this connection he thought that I should not take up several questions which I had to discuss with I.H.P. concerning hydrogenation in Japan (refining of benzine containing sulphur by hydrogenation, visit of the Japanese directly with the I.H.P.). He himself would discuss these questions with I.H.P. and then advise us of the results. He mentioned incidentally that during the conferences in London there had been some tendencies on the part of I.H.P. to suspend the licensing of hydrogenation entirely under present conditions. Howard said that he protested against this, as he believed successfully, with reference to the injury to the standard's interests.

(signed) Ringer

Copy to Director Dr. Krouch
" ter Meer
" Von Kriesen
" Batanfsch
" Pier
" Holdemann/Dr. Brown
" Dr. Lohr
Office Sparte I
Dr. Hofeditz.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALENSKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-10442.

DOROTHEA L. GALENSKI,
ETO 34079.

End

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that we have inspected the records of the District Court of the United States for the Southern District of New York, do find described in the clerk's minutes of trial in the case of STANDARD OIL COMPANY (N.J.) et al, vs. JAMES D. FARISH, as Alien Property Custodian, (Docket Number Civil 25-414) certain paper writings there, in the words and figures following, to wit:

Plaintiff Exhibit #P-66, generally described to be:

Letter dated 10-12-39 to Farish.

(Page 1 of original)

EXHIBIT P-66
U.S. Dist. Court
City of N.Y.
May 22 1945

Please return
(3x. 9)

October 12, 1939

REPORT OF EUROPEAN TRIP

Dr. E. S. Parish
30 Rockefeller Plaza

Dear Dr. Parish:

I left New York on the Clipper on August 16th with the intention of having a brief holiday in France and spending the month of September on business matters in Europe. The most important item of business was the consolidation of the I.R.P./Universal/Gasoline Products/Kellogg agencies for dealing with foreign patent rights in accordance with the plan worked out in the Long Beach meetings. In addition, I had the usual list of contract and financial questions with the Shell and I.G. companies. Messrs. Carlisle and Aubrey met me in Paris on August 21st and after reviewing the Long Beach agreement with me, they undertook to make the necessary preliminary studies during my holiday. I left for Vichy on August 23rd. Almost immediately after my arrival it appeared that war could not be avoided and I therefore telegraphed you for instructions. Mr. Hadden replied in your absence, agreeing with my suggestion that it probably would be best for me to remain and do what could be done, even at the risk of considerable delay in my return.

I stayed in France until September 17th—small part of the time in Vichy, but mainly in Paris—being principally occupied during this time on various aspects of the French aviation supply problem. When those matters seemed on their way to a satisfactory solution

(Page 1 of original, cont'd)

I was able, through the kindness of M. de Montie, the Minister concerned, to obtain permission to go to England at once. (Such permits were then normally obtainable only after two weeks' delay.) In England I met by appointment the Royal Dutch gentlemen from Holland and after some days of discussions with them and with the Anglo-Iranian people, a general agreement was reached on the necessary changes in our relations with the I.G., in view of the state of war. (It may here be noted that the British, and the activities of its Dutch as well as of its American components must conform to this view.) I also had several meetings with the representatives of the Air Ministry, and endeavored to assist them in coordinating their program with the French program of aviation supplies.

In view of my close association with these supply problem, both in France and England, I was somewhat concerned about the impression which would be created when it was discovered that I had left these discussions to undertake discussions in Holland with Germans interested

(Page 2 of original)

Mr. W. S. Farish

October 12, 1939

in the same problems. Both for this reason, and because I required help to obtain the necessary permission to go to Holland, I called on the counselor of our Embassy in London and explained the situation to him. He was extremely concerned about the matter, and very doubtful whether the Embassy could permit me to proceed with my plans. I had the impression at one stage that they were contemplat-

(Page 3 of original, cont'd)

ing calling in my passport. After discussions with the Ambassador, however, the situation was cleared completely. It was agreed that I was entirely within my rights, and furthermore, that the Embassy would not only permit me to go, but would take the necessary steps to explain the situation to the British Foreign Office, in order to relieve me of all embarrassment and to facilitate my obtaining the required permits for leaving and reentering England. The gentlemen in the Air Ministry, who I think had a suspicion of the nature of my activities in Holland, also very kindly offered to assist me in reentering England, if the Foreign Office should make any difficulties about my return, since they stated they wanted to have a final discussion with me before I left for the U.S. In appreciation of this evidence of confidence, I offered, through the Embassy, to conduct all of my discussions in Holland in the presence of a member of the staff of the American Legation at The Hague. This was not required of me, however.

Pursuant to these arrangements I was able to keep my appointments in Holland, where I had three days of discussion with the representatives of the I.G. They delivered to me assignments of some 2,000 foreign patents and we did our best to work out complete plans for a modus vivendi which would operate through the term of the war, whether or not the U.S. came in. All of the arrangements could not be completed, but it is hoped that enough has been done to permit closing the most important uncompleted points by cable. It is difficult to visualize as yet just how successful we shall be in maintaining our relations through this period without personal contacts.

(Page 3 of original, cont'd)

One serious difficulty which developed was the fact that the French patent assignments were not legally complete because they lacked the certificate of the French Consulate in Berlin. Through my contact with the American Minister in the Hague I learned that our own Consulate had taken over the duties of the French Consulate. The French Ambassador at The Hague agreed that our German consular certificate would be accepted instead of the French consular certificate. At my request, the American minister at The Hague telegraphed Washington explaining this situation and asking permission to have the papers, after certification in Berlin by our Consulate, returned to Paris by the diplomatic carrier, in order to avoid the difficulties and delays which would otherwise arise. Fortunately, the Department of State had in its files at Washington a full statement of our relations with the I.G. on these patent matters, which I had worked out with Ambassador Gibson in Berlin in September of 1936 and which had been forwarded by him to Washington. The necessary permission from the State Department was therefore obtained in about three days.

I returned to London through Belgium to minimize the length of the North Sea crossing.

On my return to London I had some further discussions with the Anglo-Iranian and Shell people concerning the I.G. patent problems, and

(Page 3 of original)

also a final meeting with the Ambassador of the Air Ministry.

I returned from Feynos, Ireland on October 9th after a delay of five days, awaiting departure of the Clipper. The life insurance premium quoted in London for this last voyage of the northern Clipper was 2 %.

(Page 5 of original, cont'd)

The various specific items of business dealt with during my trip are being handled in the usual way with the persons directly concerned, or by separate memoranda. There seems to be no appropriate place except this letter however to bring up some matters of general interest.

The first is the position of our American personnel in England, France and Holland. First, as to France, Mr. Crompton's family is well taken care of in Le Touquet in their summer house, and the only inconvenience they are apt to suffer is that they will probably have physicians or officers quartered in their home, since all hotels and available living space are required in Le Touquet for the large hospital services which have been centered there. Because of its remoteness, entirely residential character, and military use exclusively as a hospital center, there is no reason to believe that Le Touquet will suffer during the war. Messrs. Crompton and Irish are themselves remaining in Paris for the present. Messrs. Young and Bonds are still living with their families adjacent to Port Jervis. This location is certainly not the best for the families.

In London, so far as I could learn, all of the families and wives of all the American group in the International Association, save Mrs. White, were able to get to the U.S. before or during the first week of the war. The men all have satisfactory suburban locations, although they are for the present spending much of their time in their usual London quarters. The strain of the initial weeks was rather bad, but the continued quiet has relieved much of this, and the health and spirits of the entire American personnel are quite good.

(Page 3 of original, cont'd)

The principal source of worry of the American personnel, both in France and England, at the moment is the ultimate effect of the finance control of these countries on them, coupled with the natural fear that their business careers will be adversely affected by the war, whether it continues or not. The prospect of having no job left in Europe, or a relatively unimportant one, and the alternative of surrendering their American savings and income or deserting their jobs to escape the application of finance control, makes a rather disagreeable picture. Nevertheless, no one is unduly pessimistic, and although their business like all of the business of the belligerent countries, is now being conducted at an unbelievably low level of efficiency, everyone is carrying on cheerfully with whatever work he can do.

There is a decided state of strain in Holland, although few people have deserted the country. Our personnel and their wives are all still on duty, although it was soon probably that Mr. Rolten, who is British, would have to be on active service.

In general, the only practical way of communication between the various European countries which is still left is by telegram. Telephone is prohibited, save for limited communication outward from France on ministerial priority, order. The mails are not only delayed by the censorship, which of course applies to telegrams also, but are further delayed by the uncertainties of rail and sea communication. It often requires two weeks for a letter to reach Paris from London or vice versa.

(Page 6 of original)

Travel is attended with all sorts of difficulties and delays and some real peril as regards the crossing of the North Sea and the Channel. Travel permits require from one to three weeks to obtain, and then only on good showing of real necessity and national interest. Train service on the Continent, even in Holland and Belgium is still disorganized and under military control. Rail journeys that should require a few hours take an entire day. Channel and North Sea crossings are under the jurisdiction of the British Admiralty. Although the boats are fairly regular, they have no scheduled departure times and they move only in daylight. A daily air service has just opened between London and Paris but up to this time it is restricted to government employees or other civilians traveling on government business.

Under the above conditions it is not possible even to attempt any coordination or central control of our European from London or any other point in Europe. As far as I know, during my stay in Europe, which covered the first six weeks of the war, there was not a single executive of any of the operating companies who moved out of his own country, nor any of the executives of the International Association group who attempted to make any direct contacts with the European markets, save on certain supply and shipping problems covered by telegraph.

I find myself in this report in the same difficulty which Ambassador Kennedy stated he found himself in, in trying to inform Washington on the situation. It is impossible in any report to really reflect the extent to which the industry and life of Europe has been affected by the threat of "total warfare", and by the universal reactions to this imminent threat.

(Page 8 of original, cont'd)

From the standpoint of the Standard Oil Company (New Jersey) the most important thing which I would like to bring out is the seriousness of the financial and economic position. Europe has already suffered injury to its economic life from which recovery is going to be terribly slow and difficult. The first place where the shoe is pinching already is the institution of complete financial controls in the belligerent countries, the effect of which will be to limit to the barest necessities of military and industrial life the purchases of those countries which must be paid for in foreign exchange. Beyond this immediate effect, whether the war continues or not, there will be the result that the productive power of the belligerent countries for exportable goods is so seriously affected that this difficulty in securing foreign exchange will become at least a semi-permanent phenomenon controlling all of their buying habits and internal life. The first effect will be that the oil consumption of the European markets may be materially reduced, or at least held far below the former rate of increase, for years to come. The second effect is that we shall be at a disadvantage as compared with our principal competitors, Anglo-Iranian and Shell, in supplying the military and commercial market which does exist, because they can utilize payment for their goods in sterling to a greater extent than ourselves.

We are apparently facing a real turning point in our foreign business. I discussed this matter at some length with the gentlemen in London.

(Page 5 of original)

and I believe we are all in absolute agreement that the Jersey company must now reexamine its whole foreign business picture with a view to seeing how it can best orient itself to meet the problem of holding its own in impoverished markets, with very difficult exchange problems to meet, and against the increasing weight of more favorably located competition, and the probability of increasing government interference.

In this connection I commend to your consideration Mr. Porters' report to Mr. Graze of June 23rd.

The only ray of light discernible in this dark picture of the future of the European markets is in the possibility that necessity may drive Europe to the final adoption of some plan of federation, involving removal of customs barriers and unified industrial, financial and foreign policies. There is quite a little talk on this matter in very influential circles at this time. The starting point of this talk is the fear that the present British-French war alliance is too weak to stand much strain. There is very real fear that the French government will either have to force England into an early peace on unsatisfactory terms, or find itself overthrown by French public opinion. To meet this pressing practical problem there is a thought of proposing to France the formation of a permanent federation with the U. K. It is recognized that such a plan might or might not be the starting point for a general federation of Western European states, along the Swiss model. Such a federation has of course been a dream solution of Europe's problems for a long time, but it obviously can get nowhere unless the foundation is laid the dominant powers. A permanent French-British alliance, as a means of meeting the weakness of the present situation, might possibly supply the necessary foundation.

(Page 6 of original, cont'd)

In any case, however, it seems that the problem of the Jersey company is to try to plan for itself the best possible course to meet problems which will be created by an impoverished Europe.

Very truly yours,

F. A. HOWARD

FAHMF

cc Messrs. W. C. Fongle
Orville Harden
R. M. Gallagher
W. B. Pratt
P. H. Bedford, Jr.
D. L. Harper
E. J. Sadler
T. C. McCobb
G. E. Smith
H. A. Riedemann
J. E. Crane
A. C. Minton
Guy Wellman

(Page 6 of original)

All of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COLE
Judge of the District Court of the United States for the
Southern District of New York, at the City of New York, in
the Southern District of New York, this 14th day of June
(stamp) in the year of our Lord one thousand nine hundred and
forty-seven and of our Independence the one hundred
and seventy-first.

(signed) William V. CONNELL
Clerk

UNITED STATES OF AMERICA,
ss:
SOUTHERN DISTRICT OF NEW YORK.

(Page 2 of original, cont'd)

I, ALFRED C. COXE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.

.....New York, June 14th, 1947

(signed)

Alfred C. Cox

United States District Judge.

UNITED STATES OF AMERICA,
SS;
Southern District of New York,

WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District of New York, do hereby certify, that Honorable ALFRED C. COXE, whose name is subscribed to the preceding certificate, is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, at the City of New York, in the Southern District of New York, this 14th day of June 1947.

(signed)

William V. Connell

(stamp)

Clerk.

" A CERTIFIED TRUE COPY "

- 12 -

- E N D -

DOCUMENT NO. NI-10442
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES.

(Page 1 of the original)

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME GREETINGS:

KNOW YE, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in the case of STANDART OIL COMPANY (N.J.)
et al, vs. JAMES B. MARSHAM, as Alien
Property Custodian, (Docket Number Civil
26-414) certain paper writings where, in
the words and figures following, to wit:

Plaintiff Exhibit #P-68, generally described as: .

Letter Howard to A. C. Minton 10-18-32.

(Page 2 of the original)

(handwritten: Ex 34)

STANDARD OIL DEVELOPMENT COMPANY
NEW JERSEY

FRANK A. HOWARD

266 BROADWAY, New York

October 16, 1938

Mr. A. C. Minton

30 Rockefeller Plaza

Dear Mr. Minton:

I attach copy of memorandum on a settlement of the Jasco problem agreed upon by the negotiators for the I.G. and myself in The Hague, also a telegram of today's date from the I.G. accepting this settlement in principle, with the exception of the Iraq assignment--which is a minor concession the I.G. are requesting which, in my opinion, does not affect the substance of the deal. Attached also is a further cable on the same subject.

I request approval in principle of this arrangement, so that I may telegraph such approval to the I.G. and begin untangling the complications referred to in the telegram in regard to Duisburg and Hambros. As to Dr. Duisburg, he has already advised me by telephone that, in view of the fact that he cannot obtain actual delivery of those shares without payment of the Hambros loan, he is willing to give us a valid claim for \$4,000, and that he has cabled the I.G. to the same effect. Apparently there should be no further difficulty about that end of the matter. There may be some difficulties, however, arising out of the Hambros arrangement.

The substance of the main proposal for readjustment of the Jasco arrangement is that in place of having the I.G. and Hervey jointly interested in these processes throughout the world outside of Germany, Jasco becomes 100% Jersey and takes over 100% interest in the processes for the U.S. and the French and British empires, while the I.G. takes over 100% interest in the same processes for the rest of the world. I believe this arrangement, when coupled with the provision for future readjustments, is entirely equitable, and that without regard to the possibility of legally enforcing the readjustment provisions, it should be satisfactory in substance to us, as it is to the I.G. An attempt to put this provision in a form which would be fully legally enforceable might result in many difficulties, and (speaking for myself and the I.G. negotiators) it was not our intention to provide for any legally enforceable clause of this character in our arrangements.

(page 2 of the original - cont'd.)

For the payment of 37,500 pounds plus \$4,000 (as contemplated by the above arrangements) we would receive (1) I.G.'s 50% stock interest in Jasco and (2) a right to receive back the 37,500 pounds, either (a) from Hambro & Co., in the event the self-liquidating securities of I.G. which they hold as additional collateral actually do yield this amount of money, as forecast by I.G. or (b) from withholding an equivalent amount in dollars from I.G. out of payments otherwise due them from Standard Oil Development Co. and Standard-I.G. Company.

At the present time such payments are at a rate sufficient to liquidate the entire 37,500 pounds within a few months.

(Seite 3 des Originals)

Mr. A. C. Minton

October 10, 1938

In addition to the above direct guaranting for the return of the pounds advanced, the arrangement seems to be the only safe and certain method of putting into operation the settlement of the Jasco affairs and being as certain as possible that this rearrangement will leave us in full control of the situation without interference of any government as regards the procedure in question for the U.S., the British Empire, and the French empire.

We have received assignments to Jasco of all of the patent rights involved from I.G. representatives were unable to deliver those to us in The Hague because the consent of their government had not yet been secured. Presumably, such consent has now been secured, and we would expect to receive the assignments of these Bend patents either through the normal course of the mails, or if that fails, through Mr. Paul Pickhardt, who sailed for Italy today with the intention of contacting representatives of the I.G. in Germany. Mr. Pickhardt has been advised that he may be asked to bring back certain assignments to us. We contemplate asking the I.G. to make out these assignments in duplicate, sending one copy through the regular mails and entrusting the other to Mr. Pickhardt.

We will probably have some legal difficulties in both England and France in connection with establishing our right to these I.G. inventions, but since we believe we can establish an equitable title antedating the war (and in any case we certainly have all the technical information, without which it would be difficult to proceed) this situation is not too bad.

(page 3 of the original. - cont'd) :

I think it would be wise if immediate approval in principle were given to this transaction, so that there will be no unnecessary delay in completing it.

Very truly yours,

F. B. Howard

FAH:MF

encls. (3)

(page 4 of the original)

All of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COXE
Judge of the District Court of the United States
for the Southern District of New York, at the City
of New York, in the Southern District of New York,
this 14th day of June, in the year of our
Lord one thousand nine hundred and forty-seven
and of our Independence the one hundred and seventy
-first.

seal

signed: William V. Connell

Clerk.

UNITED STATES OF AMERICA,
ss:
SOUTHERN DISTRICT OF NEW YORK.

I.....ALFRED C. COXE....., one of the Judges of the
District Court of the United States for the Southern District
of New York, do hereby certify, that WILLIAM V. CONNELL,
whose name is subscribed to the preceding exemplification,
is the Clerk of the said District Court, duly appointed
and sworn, and that full faith and credit are due to his
official acts. I further certify that the Seal affixed to
the said exemplification is the Seal of the said District
Court, and that the attestation thereof is in due form of
law.

City of New York, June 14th, 1947.

signed: Alfred C. Cox
United States District
Judge.

UNITED STATES OF AMERICA,
ss:
SOUTHERN DISTRICT OF NEW YORK

WILLIAM V. CONNELL, Clerk of the District Court of the
United States for the Southern District New York, do hereby
certify, that Honorable ALFRED C. COXE, whose name
is subscribed to the preceding certificate, is
one of the Judges of the District Court of the
United States for the Southern District of New York,
duly appointed and sworn, and that the signature
of said Judge to said Certificate is genuine.

seal

" A CERTIFIED TRUE COPY "
#5-
END.

OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Page 1 of the original)

This exhibit appeared on page
4053 of the Truman Committee
Hearings on Rubber.

October 19th, 1939

FILE MEMORANDUM

Photostat copy of this was not
available.

Buna
(Discussion with P.K.F.)

The old original Buna was butadiene polymerized with
metallic sodium. This was not an emulsion process. In
speaking of this old Buna, the I.G. usually call it
number-Bunas to distinguish from present Bunas which
are designated by letter suffix such as N and S. The old
Buna process is still used by the Russians. The product
submitted to General Tire for experimental purpose in
accordance with Jasco's contract with General Tire in
1951 was the old Buna.

The I.G. has two basic U.S. patents in which the processes
for making Buna are fairly well described. Buna-N, which
is a polymer of butadiene and acrylic nitrile, is des-
cribed in U.S. Patent . Buna-S, which is a
polymer of styrene and butadiene, is described in U.S.
Patent . The process for making the Buna-S
consists of emulsifying butadiene and styrene in water
under pressure. A wetting agent is added and an organic
acid catalyst is used. The emulsion is agitated and it
slowly polymerizes. About 20-30% of nitrile or styrene
polymerizes with butadiene in making the Buna products.

(Page 1 of the original, cont'd.)

Styrene is manufactured by Dow and sold at a price of 60-62¢ per lb. The cost of acrylic nitrile is not known but either Rohm & Haas or American Cyanamid should be able to make it.

Our people have never made Buna but the Chemical Laboratories are starting experiments. The Development Division has assembled data largely from patents which are sufficient to make preliminary estimates possible. The I.G. has not furnished anyone technical information although Mr. Murphy walked through one of the plants several years ago.

Buna-N was first tried as a successor to number-Buna for tires. The I.G. next changed to Buna-S for tires. They report a 30% longer life for Buna-S tires than for rubber tires. Up until a year ago Buna-S tires were made by putting Buna-N on a rubber tire but it is understood that starting about a year ago it was planned to make the tires entirely of Buna-N.

It is generally considered here that the American rubber companies are far ahead of the German rubber companies in the art of preparing rubber products.

Buna-S samples in this country have apparently been limited to those furnished the rubber companies for trial purpose and small samples furnished the Chemical Laboratories.

(Page 1 of the original, cont'd.)

Buna-N has been marketed here. This product is more like Neoprene in some properties and also sold to replace Neoprene when the du Pont plant failed. The trade apparently liked the Buna-N.

Our people are thinking in terms of a cost of 15¢ per lb. for isobutylene-butadiene copolymer when manufactured at the rate of ten tons per day.

NDH:OD

" A CERTIFIED TRUE COPY "

- 3 -

E N D

(stamp):
RECEIVED
OCT 27 1939
U. S. TREASURY

(Handwritten):
Mr. Teague

October 21, 1939

Mr. J. M. Linton
20 Rockefeller Plaza

BUL.

Mr. J. M. Linton:

We have received from the I.O. telegraphic acknowledgment of our view of acceptance of the basis of settlement in the Jasco letters, including JMB, and we are now endeavoring (with the assistance of the I.O.) to clear up the question of the actual delivery of the order of Jasco.

At the request of the Joint Army and Navy Munitions Board, I went to Washington on Thursday last to discuss synthetic rubber with the War Relocation Authority. The War Relocation Authority has about 170,000 tons, which is about 3-4 months normal supply. Supplies in the U.S. for the past few years have gradually dropped from about nine months' supplies to this present low level. Whether the supplies expected for 1940 will be on the barter transaction will be partially obtained is somewhat problematical--and in any event the amount is not great. In view of this situation the Munitions Board desires to know as accurately as possible what the situation is in regard to the possibility of producing rubber synthetically within the U.S. I advised them as follows:

Of all the synthetic rubber developments in the world, only the Japanese development of the I.G. is, up to this moment, demonstrated to be a possible immediate reliance for production of synthetic rubber of quality suitable for automobile tires, at a price.

(page 1 of the original cont'd)

and in quantities, which would be practical. We have not complete technical information on the Buna-S manufacture in this country, and cannot obtain any more information from Germany. We have complete control of the patents, however; and with the patents and the information we already have, it would be possible to produce the Buna-S product in the U.S. -- minimum of two years would be required, however, to complete and get into operation the first large plant. The primary raw material would be butane. The exact quality of the Buna-S tires, so compared with natural rubber tires, is still the subject of discussion and test, but there can be no reasonable doubt that the product is practical and reasonably satisfactory. The tests, which were instituted according to the program agreed upon a year ago to be made by the four leading American tire companies, are either completed or very nearly completed at this time, and the data should be available almost immediately.

There is, in our opinion, no possibility of producing Buna-S rubber on a scale sufficiently to be of any importance at all

(page 2 of the original)

Mr. A.C. Minton - 2 - October 25, 1939

statistically in the U.S. within the two-year period mentioned, unless the development were undertaken as a matter of national defense with a limitless open purse, and with a first claim on the time of the large number of technologists whose laboratory and engineering work would be necessary.

The Munitions Board were of the opinion that, unless the product could be produced within approximately two years, the matter was of no importance as bearing upon the present

(page 2 of the original cont'd)

military situation. In other words, a slow normal technical and financial development of Buna-S or other synthetic rubber in the U.S. would of course be favored by the Board, but would be no answer to the pressing problem they have before them.

Under the above conditions the prospects of doing anything practical at all are very discouraging, but it was agreed as follows:

Through the gentlemen of the Munitions Board and their associates in the Army and Navy departments, consideration will be given to the possibility of providing immediate very large financing for a synthetic rubber project. The Reconstruction Finance Corporation was mentioned as a possible source of funds. Consideration will also be given to the possibility of subsidizing production through contracts with the tire companies at a relatively high price for tires produced from synthetic rubber of domestic manufacture.

In the meantime, we are to endeavor to coordinate the information so far obtained by the rubber companies in their tests of the Buna-S supplied by the I.S., and to attempt a rough estimate of capital and operating costs for a single plant of minimum commercial size (say 25,000 tons per annum) corresponding to the German plants.

The above advice is not intended to be a complete statement of the synthetic rubber problem at all, but only to cover one aspect of the matter referred to, i.e. the possibility of immediate large scale production of Buna-S in the U.S., and the interest of the Government therein.

JAN: 107-

Very truly yours,
FRANK A. HOWARD- 3 -
END

OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Page 1 of the original)

November 6th, 1939.

Mr. J. W. Thomas, President,
Firestone Tire & Rubber Company,
Akron, Ohio.

Dear Mr. Thomas:

Some time ago you were supplied with samples of the Buna synthetic rubbers. Since then you have continued to show an active interest in this development. I have now to inform you that the I. G. Farbenindustrie has withdrawn completely from participation in this Buna development in the United States.

Dr. M. B. Kephine of our company has been designated to follow the Buna developments for us. I would appreciate your letting me know if he may call upon you to discuss them with you or your associates.

We do not desire to make any public statements on this matter at present and would appreciate it if you would also refrain from public comment for the time being.

Very truly yours,

FRANK A. HOWARD

FAH:ED

(Page 2 of the original)

Return to H.W.Fisher

November 5th, 1939.

Personal and Confidential

Mr. J. W. Thomas, President,
Firestone Tire & Rubber Company,
Akron, Ohio.

Dear Mr. Thomas:

This personal and confidential letter is enclosed with a letter I am writing to you today announcing that the I.G. Farbenindustrie has withdrawn completely from participation in the development of Buna rubbers in the United States. This announcement has not previously been made except in confidence to the U.S. Army and Navy Munitions Board. As you doubtless know, this Board is concerned over the country's present absolute dependence upon importations of crude rubber. At a recent conference with the Board, it was agreed that we should ask for your suggestions regarding the application of the Buna rubber development to this problem.

I would therefore appreciate your considering the Buna development from this standpoint along with your consideration of the enclosed letter.

Very truly yours,

FRANK A. H. TARD

FAT:ED

" A CERTIFIED TRUE COPY "

- 2 -

E N D

DOCUMENT NO. KL-10446-
✓ OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Page 1 of original)

TELEGRAPH TRANSMISSION
CD-12 EP-705

ORIGINAL-CD-12 BLUE-FOL. CODE & CABLE DIVISION
CARBONS-CD-12 WHITE-TWO COPIES FOR CODE & CABLE DIV.
REMAINER FOR YOU USE

SERVICE DESIRED	SEND AS INDICATED	SPECIAL INSTRUCTIONS
PAS*	ENGLISH	
TELETYPE	CODE TO SAVE	
xxx OVERNIGHT	CODE TO DISPOSE	
FILE OFFICE TELETYPE UNIT	CODE TELESCOPE TELETYPE ONLY	E.O. 100470, 2953 DATE Nov. 14, 1949
TELETYPE UNIT AND CODE		CHARGE ACCOUNT: JOD GEN (D)

NOTE: DOMESTIC MESSAGE-ALL CLASSES OF SERVICE MAY BE CODED.

FOREIGN MESSAGE-ONLY PAS* SERVICE MAY BE CODED.

TELETYPE UNIT-ONLY YOU MAY SEND "TELETYPE"

TO DISCLOSE "TELETYPE" MESSAGE

THREE TIMES (FIRST TWO AT 10:00 AM HAVE DISCLOSED WITH QUESTION
WITH TWO TIMES BEING TAKING TO OTHERS) STOP THIS FIRST POSITION WAS
THAT THEY WOULD BE WILLING TO CONSIDER TAKING ONLY ON BASIS OF
EXCLUSIVE LICENSE FOR STRAIGHT TALKING AND HAVE THEM ONLY IF WE
COULD NOT FIND ANY OTHER SATISFACTORY METHOD OF DEVELOPING THE
PROCESS HERE STOP THEY HAVE JUST ADVISED TODAY HOWEVER THAT THEY
WOULD LIKE TO CONSIDER TAKING A NON-EXCLUSIVE LICENSE ON ANY BASIS
BASIS OF WHICH WE OFFER SUCH LICENSES TO OTHERS STOP WE SHALL
CONTINUE TO KEEP IN CONTACT WITH THEM

BRANKHOULD

PAE:EP
cc: Messrs. R. Russell

W. C. Hopkins

(Handwritten signature)

D 374
JSH-1

A CERTIFIED TRUE COPY

- 1 -
E F D

(Page 1 of the original)

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in the case of STANDARD OIL COMPANY (N.J.)
et al, vs. JAMES E. MARKHAM, as Alien
PROPERTY Custodian, (Docket Number Civil
23-414) certain paper writings there, in
the words and figures following, to wit:
Defendant Exhibit #D-346, generally described to be:
Cable Howard to I.G. 12-22-39.

(Page 2 of the original)

. . . BLACKOUTGOING

.

SPECIAL INSTRUCTIONS

CHARGE ACCOUNT S.O./Co. Gen. Adm. From Room No. 2811

Date Dec. 22, 1939

. 2811 Dec. 22, 1939

TO I. I. G. Secretariat BERLIN Germany

TER MEER RINGER Plan handling Buna as follows First
desire ultimately group leading rubber companies in
common company with us for most economical manufac-
ture. Stop. We cannot yet determine whether desirable
include du out or other chemical interests in this
venture. Stop. Urgently necessary however provide
for Buna for existing customers earliest moment and
also prove our willingness to cooperate with rubber
industry and relieve them from necessity starting
developments which would result in litigation with us.
Stop. Therefore are offering to leading companies
license to manufacture for their own requirements
only at straight royalty seven and onehalf cents
pound and with arrangement for sale to us only for
resale by us to nonproducing consumers. Stop. All
licensees would cross license us but not one another
except they would agree not to sue one another on
compounding patents and patents where invention is
merely substitution Buna for other rubber. Stop.
Too early to determine whether this plan will be
completely successful or not but meanwhile it is
affording basis for friendly discussions. Stop.
We are now discussing general form and condition of

(Page 2 of the original cont'd.)

license agreement with several companies. Stop. Proposed field of license as follows quote. A. The term "process of manufacturing defined copolymer shall mean all processes by which plastic products (specifically but not by way of limitation the products now known as butadieneacrylic nitrile copolymer and butadiene-styrene copolymer).

(Page 3 of the original)

TO Page 2 IG. Secretariat Berlin Dec. 22, 1939

ranging in properties from semifluid masses to rubber-like solids are produced by the copolymerization, interpolymerization, interpenetration or other joining of diolefins of the butadiene type, or polymers thereof, with the following compounds, their homologs or substitution products, or polymers thereof, singly or in combination:

1. Acrylic nitrile. 2. Styrene and other vinyl aromatic hydrocarbons. 3. Vinyl naphthalene hydrocarbons.
4. Vinyl halogen compounds. 5. Unsaturated ketones and 6. unsaturated and others. D. The term "defined copolymer" shall mean any product manufactured by said process of manufacturing defined copolymer. E. The term "defined copolymer patent rights" shall mean the claims of all patents and patent applications of the United States which: one are contained in patents and patent applications now owned or hereafter acquired during the continuance of this agreement by the granting party, in the sense of having the right to grant licenses thereunder; and 2 are or may be based on inventions conceived prior to December 31, 1947, irrespective of the date of filing the patent application and of the

Handwriting illegible

(Page 3 of the original cont'd.)

grant of the patent; and 3 cover, and to the extent only that they cover; a any process of manufacturing defined copolymer; b defined copolymer; c any apparatus particularly adapted for use in the process of manufacturing defined copolymer but only to the extent that such apparatus is so used; d any process for the preparation of raw materials (handwritten notice illegible) for the manufacture of defined copolymer but only to the extent that such raw materials are used to manufacture defined copolymer; e any process of handling, finishing,

(Page 4 of the original)

TO Page 3 I.G. Secretariat Berlin Dec. 22, 1939

vulcanizing molding or otherwise treating defined copolymer. Unquote Definition excludes straight butadiene polymers in view Jasco's 1935 contract with General and our belief such polymers not commercially important. Stop. Would appreciate your telegraphic comments especially on definition as Jasco will warrant its ability to grant I.G.'s patent rights present and future under this definition. Stop. Also please advise whether you agree to international free trade on fabricated articles manufactured from licensed Dyna.

DRAWDHAF.

F.H:CFG

(Page 5 of the original)

Exemplification-2d Sheet - Form No. 115-A

All of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COXE
Judge of the District Court of the United States
(Seal) for the Southern District of New York, at the
City of New York, in the Southern District of
New York, this 14th day of June in the year of
our Lord one thousand nine hundred and forty-
seven and of our Independence the one hundred
and xxxx seventy-first.

sign. William V. Connell
Clerk

UNITED STATES OF AMERICA,
SS.
SOUTHERN DISTRICT OF NEW YORK.

I, ALFRED C. COXE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.

Dated, New York, June 14th, 1947.

sign. Alfred C. Coxo
United States District Judge.

UNITED STATES OF AMERICA.
SS.
SOUTHERN DISTRICT OF NEW YORK.

I, WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District of New York, do hereby certify, that Honorable ALFRED C. COXE, whose name is subscribed to the preceding certificate, is one of the Judges of the District

(Page 5 of the original cont'd.)

Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

(Seal)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, at the City of New York, in the Southern District of New York, this 14th day of June 1947

sign. William V. Connell
Clerk

FPI ATLANTA - 3-13-47 - 500 - 5496

(Page 1 of Original)

April 4th, 1940.

Re: Your notation on attached letter
D.A. Shepard to F.A. Howard
3/4/40

MEMORANDUM -MR. F.A. HOWARD

Dave Shepard asks what reply should be made to questions raised by Hughes as to (1) our attitude in relation to Hughes being our sole sales concessionaire for these products in England and (2) how far our arrangement with the I.G. covered the following plastic:

Polyvinyl chloride, acrylic acid esters and copolymers, vinyl emulsions, including copolymers with styrene, acrylics, vinyl acetate, etc., styrene, polyisobutylene.

Mr. Fisher has furnished you with a draft of a proposed agreement with Hughes which covers the only arrangement with Hughes which seems now advisable.

Our rights to processes for manufacturing the following are established in the Buna definition:

1. Acrylic nitrile
2. Styrene and other vinyl benzene hydrocarbons
3. Vinyl naphthalene hydrocarbons
4. Vinyl halogen compounds
5. Unsaturated ketones
6. Unsaturated ethers
7. Unsaturated esters.

We have these rights only to the extent that these products are to be copolymerized with hydrocarbons of the butadiene type to make synthetic rubber. We do not have I.G. rights in the plastic field as distinguished from the synthetic rubber and Vistanex fields. However, in assigning to us patents covering the process for making styrene, for example, the I.G. in effect gives us a responsibility in connection with licensing outside of the limited field.

(page 1 of Original cont'd.)

Mr. Fisher has pointed out that if Hughes or others ask for a license to manufacture styrene and find that we do not have rights except where styrene is to be used to make rubber, they may ask the government for a license, with the result that our title to the patents may be jeopardized. It is therefore suggested that you learn the wishes of the I.G. with respect to dealing with such situations.

The formal assignment by the I.G. of patents in the Buna field include only about half of those which our technical people consider pertinent. We plan to first get the I.G. agreement to a Buna definition and then ask for assignment of other patents which seem to us to come within the field. I am attaching a list of the U.S.-patents in the Buna field which have been assigned and a list of unassigned patents which have so far been found to relate to Buna. You may wish to explain to the I.G. that a request for a further assignment will be made later.

It is suggested that you try to get information as to (1) just which emulsifying agents and promoters the I.G. uses in making Buna, (2) their attitude towards the Naugatuck (U.S. Rubber) sodium oleate patent, and (3) why the I.G. limited their claims to copolymers of acrylic nitrile and butadiene to products containing not more than 40% acrylic (See U.S. 1,973,000 on attached list of assigned patents).

MBH;GD (handwritten)

Signature: M.B. Hopkins
M.B. Hopkins

" A CERTIFIED TRUE COPY "

- 2 -
END.

(page 1 of original)

March 5th, 1940

Mr. W.W. Currie
Building,

Dear Mr. Currie:

The assignment by the I.G. of patents relating to Buna synthetic rubber contained only about half of the patents which our various technical departments listed as pertinent in the field. You will recall that it was our plan to get the I.G. to agree upon a definition to cover the field and then take up with them the matter of the assignment of additional patents.

I am attaching:

1. A copy of the definition as it will read if the I.G. accepts our latest proposal which was cabled to them on April 3rd. This definition has been agreed to by the I.G. except with respect to the wording which I have underscored with blue pencil.
2. A list of the patents which were assigned by the I.G. together with a brief description of each taken from one of Mr. Gaylor's reports.
3. A list of all I.G. patents which have come to my attention which have not been assigned by the I.G.

With respect to the list of unassigned patents, it is desirable that as complete a list as can be obtained should be submitted to the I.G. as soon as they have agreed upon a final definition. I am therefore, by copy of this letter to those whose names are listed below requesting suggestions for additions or omissions to the list.

Very truly yours.

MBH:GD

CC: Messrs. P.K. Frolich
P.L. Young
A.D. Green
B.J. Gaylor

" A CERTIFIED TRUE COPY "

- 1 -
END.

DOCUMENT NO. MI - 10475
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

"THIS IS AN UNOFFICIAL COPY"

CEI-GSD-CC-12-CP-709 ORIGINAL-GEN-GSD-CC-12 BLUE-for CODE
& CABLE DIVISION.
TELEGRAPH BLANK - OUTGOING CARBONS -GEN-GSD-CC-12 WHITE-TWO COPIES FOR CODE & CABLE DIVISION. RE*
MAINDER FOR YOUR USE

SERVICE DESIRED: FAST DEFERRED ~~xx~~ OVERNIGHT
INTEROFFICE TELETYPEWRITER TELETYPEWRITER EX-
CHANGE

SEND AS INDICATED: 1 ENGLISH CODE TO SAVE CODE TO DISGUISE
CODE UNDERSCORED PORTIONS ONLY

NOTE: DOMESTIC MESSAGES - ALL CLASSES OF SERVICE MAY BE CODED.
FOREIGN MESSAGES - ONLY FAST SERVICE MAY BE CODED.

SPECIAL INSTRUCTIONS: NOTED - R.T.R.

CHECK ACCOUNT: SOD GEN ARM

PLEASE DOUBLE SPACE YOUR MESSAGE THROUGHOUT JUN 12 1940
PAGE NO. NO: 2600 DATE: June 10, 1940

TO: INSURANCE/RLT BERLIN GERMANY

AS THEREAFTER RINGOR PLEASE USE EVERY EFFORT COMPLETE LISTS OF
BUN. PATENTS AND FORWARD INDIVIDUAL ASSIGNMENTS OF ANY PATENTS
NOT ~~already~~ ASSIGNED SPECIFICALLY TO US stop
FOR CHECK PURPOSES CONSULT OUR LIST FURNISHED YOU IN BALE stop
WOULD ALSO APPRECIATE YOUR EARLIEST ADVICE ON HILSON FOR LIMIT-
TATION TO FORTY PERCENT ACRYLONITRILE IN AMERICAN PATENTS stop
THIS POINT MAY BE CRITICAL WITH REGARD TO RECENTLY ANNOUNCED
ALLEGED INDEPENDENT DEVELOPMENT OF GOODRICH COMPANY WHICH WE
BELIEVE IS PROBABLY ONLY A VARIANT OF BUN.

F.H.M.F

DR. WOLF

CC: Messrs. Russell
Hopkins
Carris
Fisher
JW

(stamp):
RECEIVED
JUN 1940
R.F. RUSSELL

(page 1 of original)

GEN-OSD-CC.12-EP-705
TELETYPE PLANT-070010

ORIGINAL-GEN-OSD-CC.12 EP-705 FOR CODE & CAMEL DIVISION
CARBONS-GEN-OSD-CC.12 EP-705- TWO COPIES FOR CODE &
CAMEL DIVISION. REMAINDER FOR YOUR USE.

SERVICE DESIRED: FAST DEFERRED 1 OVERNIGHT

INTEROFFICE TELETYPEWRITER TELETYPEWRITER
EXCHANGE

SEND AS INDICATED: 1 ENGLISH CODE TO SAVE CODE TO DISGUISE
CODE UNDERSCORED PORTIONS ONLY

NOTE: DOMESTIC MESSAGES-ALL CLASSES OF SERVICE MAY BE CODED.

FOREIGN MESSAGES-ONLY FAST SERVICE MAY BE CODED.

SPECIAL INSTRUCTIONS:

CHARGE ACCOUNT: SOD GEN ADM

PLEASE DOUBLE SPACE YOUR MESSAGE THROUGHOUT FROM BOOK NO. 2600
DATE July 31, 1940

TO BULWER FRANKFURT (AID) GERMANY

"ELDER J'S" RECEIVED YOUR LETTER JUNE 12TH AND ACCOMPANYING BMA
ASSIGNMENT'S LAST YEARS

DRAWINGS

.....
W.C.A.
W.S.O.
F.A.L.

NOTED W.C.A.

JUL 26 1940 383

95742 S

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the

District Court of the United States for the

Southern District of New York, do find

described in the clerk's minutes of trial

in the case of STANDARD OIL COMPANY (N.J.)

et al, vs. JAMES B. MURKIN, an Alien

Property Custodian, (Locket Number Civil

26-414) certain paper writings there, in

the words and figures following, to wit:

Plaintiff Exhibit #3-101, generally described to be:

Letter I. C. to 1st Command 12-11-40.

I.G. PATENT-VEREINIGTE PATENTGESellschaft DUMIGS & A. RE.

Patentabteilung

in den
Gegensatz der Mehrzahl.
Drittjahr 73-76.

Patentabteilung 11. Dezember 1940.

Durch den bekannten Vertrag mit der Standard-I.G. Company vom Jahre 1939 sind die von uns streichenden Schutzrechte, die sich ganz oder in der Hauptsache auf das Vertragsgebiet beziehen, Eigentum der Standard-I.G. geworden. Bei Kriegsausbruch liefen die meisten dieser Schutzrechte formal noch auf Namen der I.G. Wir haben daher im September 1939 auf Wunsch unseres amerikanischen Vertragspartners alle noch bestehenden Schutzrechte im Ausland, die Eigentum der Standard-I.G. sind, auf diese übertragen. Hierdurch sollte verhindert werden, dass die genannten Schutzrechte in den feindlichen und etwa noch gegen das Deutsche Reich im Krieg eintretenden Ländern als feindliches Eigentum beschlagnahmt und dadurch der Kontrolle der Standard-I.G. entzogen werden. Aus dem gleichen Grunde wurden bei den Übertragungsurkunden fuer die Vereinigten Staaten, das British Empire, Frankreich und Irak auch diejenigen Schutzrechte aufgenommen, die sich nur zum Teil auf das Vertragsgebiet, zum Teil aber auf Gebiete ausserhalb des Vertrags bezogen und auf die die Standard-I.G. daher entsprechend dem Vertrag nur eine ausschliessliche, übertragbare Lizenz fuer das Vertragsgebiet hat, die im übrigen aber unser Eigentum bleiben.

Die Standard-I.G. hat damals die Übertragungsurkunden nicht bei den in Frage kommenden Patentämtern eintragen lassen. Sie hat uns nunmehr gebeten, ihre neuen Übertragungsurkunden fuer die in Frage kommenden Schutzrechte auszustellen, durch die die Rechte nicht auf die Standard-I.G., sondern auf einen von dieser ernannt-

I.G. PATENTFABRIK LITHOGRAPHISCHE GEMEINSCHAFT LUDWIGSHAFEN A.M.
Patentabteilung

An das
Oberkommando der Wehrmacht,

Berlin W 36.

Ko/F. 11.12.40. 2

ten Treuhänder, Mr. W.E. Currie, New York, übertragen werden. Die Standard-I.G. will auf diese Weise verhindern, dass die von uns herüberbrachten Schutzrechte automatisch mit anderen Schutzrechten zusammengeworfen werden, die von ihr oder den mit ihr verbundenen Gesellschaften stammen.

Soweit es sich jetzt um Schutzrechte handelt, die vor dem 1. September 1939 eingereicht wurden, handelt es sich also nur um eine Wiederholung der uns als bereits vorgenommenen Übertragung, lediglich mit dem Unterschied, dass die Rechte jetzt auf eine andere Person übertragen werden. Mit Rücksicht auf die inzwischen eingetretenen Änderungen der politischen Lage wollen wir aber davon absehen, neue Übertragungsverträge für die Länder auszufertigen, die inzwischen Teile des Deutschen Reiches geworden oder von der Deutschen Wehrmacht ganz oder teilweise besetzt sind, also für Polen, Luxemburg, Holland, Belgien, Norwegen und Frankreich. (Deutsche Schutzrechte kommen nicht in Frage). In diesem Sinne wollen wir wie im September 1939 vorgehen, also für U.S.A., das British Empire und Irak auch diejenigen Schutzrechte mit aufnehmen, auf die die Standard-I.G. nur eine ausschließliche Lizenz für das Vertragsgebiet hat, damit diese Schutzrechte gegen eine Beschlagnahme als feindliches Eigentum gesichert werden.

Es ergibt sich aus der Frage, ob in die Übertragungsurkunde auch diejenigen unter den Vertragsfallenden Schutzrechte mit aufgenommen werden sollen, die seit dem 1. September 1939 im feindlichen oder neutralen Ausland eingereicht wurden. Dabei ist zu berücksichtigen, dass diese Schutzrechte auf Grund des Vertrages der Standard-I.G. gehören, wenn sie auch rein formal noch auf unseren Namen lau-

(Seite 3 des Originals-Fortsetzung)

ten, sodass die Standard-I.G. einen Rechtsanspruch gegen uns auf
 Uebersetzung der Schutzrechte hat. Durch die Uebersetzung gelangen
 auch keine neuen technischen Kenntnisse ins Ausland, denn die in
 Frage kommenden Schutzrechte sind dort bereits eingereicht, und zwar
 mit Genehmigung der in Frage kommenden deutschen Stellen, und bei
 der Uebersetzung handelt es sich nur um einen Wechsel in der Person
 des Inhabers. Wir glauben daher, dass Bedenken gegen die Ueberset-
 zung nicht bestehen können.

Stempel: durchschlagen

(Seite 4 des Originals)

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSFELDEN A.R.G.

Patente-teilung

An das

To/F. 11.12.40 3

Oberkonsul der Wehrmacht,
Berlin N 35.

Es sei noch bemerkt, dass im Augenblick die Anfertigung
neuer Urkunden fuer die folgenden Laender in Frage kommt: Irland,
Estland, Finnland, Italien, Luxemburg, Spanien, Schweden, Schweiz,
Tuerkei, Ungarn, Iran, Japan, Nepal, Schanghai, Argentinien, Bolivien,
Brasilien, Chile, Columbia, Cuba, Mexiko, Peru, Venezuela, U.S.A.,
sowie fuer Irak und die Laender des British Empire, naemlich fuer
Grossbritannien, Suedafrika, Britisch Indien, Ceylon, Trinidad und
Australien.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

ges. Helldorferstr. 100, Braun

Stempel: Archischles

(Page 5 of 10)

All of which we have caused by these presents to be attested, and the Seal of the said District Court to be hereunto affixed.

Witness, the Honorable Alfred C. Coxz
Judge of the District Court of the United States for the
Southern District of New York, at the City of New York,
this 14th day of June, in the year of our Lord one thousand
nine hundred and forty-seven and of our Independence the
one hundred and seventy-first.

Seal

s./ William V. Connell
Clerk

UNITED STATES OF AMERICA ss.

Southern District of New York

I, Alfred C. COXE, one of the Judges of the District Court of the
United States for the Southern District of New York, do hereby certify,
that WILLIAM V. CONNELL, whose name is subscribed to the preceding
exemplification, is the Clerk of the said District Court, duly appointed
and sworn, and that full faith and credit are due to his official
acts. I further certify that the Seal affixed to the said exemplifica-
tion is the Seal of the said District Court, and that the attesta-
tion thereof is in due form of law.

Dated, New York, June 14th, 1947.

Signature: ALFRED C. COXE
United States District Judge.

UNITED STATES OF AMERICA ss.

SOUTHERN DISTRICT OF NEW YORK

I, WILLIAM V. CONNELL, Clerk of the District Court of the United
States for the Southern District New York, do hereby certify, that
ALFRED C. COXE, whose name is subscribed to the preceding certificate,
is one of the Judges of the District Court of the United States for the
Southern District of New York, duly appointed and sworn, and that the
signature of said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the
Seal of the said Court, at the City of New York, in the Southern
District of New York, this 14th day of June, 1947.

Seal

s./ WILLIAM V. CONNELL
Clerk.

(page 7 of original-cont'd)

rights involved, by which the rights will be assigned to a trustee appointed by Standard I.G., Mr. W.E. Currie, New York, rather than to Standard I.G. itself. Standard I.G. wishes to prevent in this manner that the patent rights originating with us will automatically be mingled with other patent rights which originated with them or with companies associated with them.

Insofar as there are new patent rights involved which were filed prior to September 1, 1939 there is only a repetition of the previous assignment merely with the difference that the rights are now assigned to another person. However, in view of the current in the political situation, which has taken place in the position, we shall refrain from executing new assignment documents for such countries as have meanwhile become parts of the German Reich or as have been wholly or partly occupied by the German Reich, that is, for Poland, Danzig, Holland, Belgium, Norway and France (unless patent rights are not involved). Otherwise, we shall proceed as provided in September 1939 that is, include for U.S.A., the British Empire and Iraq also these patent rights.

(page 8 of the original)

for which Standard I.G. has only an exclusive license for the contract field so that these patent rights are protected against a seizure as enemy property.

However, the question now arises whether the patent rights falling under the contract which were filed in enemy or neutral countries since September 1, 1939 should also be included in the assignment documents. It should be noted in this respect that these patent rights are the property of Standard I.G. on the basis of the contract, even though they stand strictly formally still in our name, so that Standard I.G. has a cause of action against us for the assignment of the

(page 6 of the original-cont'd)

patent rights. No new technical knowledge will reach foreign countries by the assignment because the patent rights involved have already been filed there and this with the approval of the German Government departments concerned and the assignment involves merely a change in the person of the assignee. It follows therefore, that there can be no objections against the assignment.

Page 9
of and
original

1.6. FIVE STARUSTIN ANTIDEPRESSANT 100 MG

(at no.) Holmstrom; Braun

"A GENUINE LIVE COPY"

OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES.

"THIS IS AN UNOFFICIAL COPY"

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:
KNOW YE, that we have inspected the records of the
District Court of the United States for the
Southern District of New York, do find
described in the clerk's minutes of trial
in the case of STANDARD OIL COMPANY (N.J.)
et al, vs. JAMES E. MARKHAM, as Alien Property
Custodian, (Docket Number Civil 26-414) certain
paper writings there, in the words and figures
following, to wit:

Defendant Exhibit # D-577-., generally described to be:
Hague memo I.G. copy and 2 page attachment.

(page 2 of original)

MEMORANDUM re re-adjustment of Jasco.

Whereas, under an agreement of September 30, 1930 I. G. and S.O. Dev. Co. agreed to cause to be organized a jointly owned corporation, to which they should assign certain patent rights, and whereas pursuant to said agreement there has been organized a corporation of Louisiana under the name Jasco, and whereas it has been heretofore settled and agreed between the parties that Jasco is, pursuant to said agreement, the equitable owner of certain patent rights of the parties for the world outside of Germany relating to certain processes known as follows:

1. Paraffine Oxidation,
2. Acetylene Arc process,
3. Oppanol process,
4. Buna process,

and whereas the parties desire to re-adjust their respective rights to and in the said processes and in any other processes which shall come within the said agreement of September 30, 1930, it is agreed as follows:

- I. I.G. agrees to assign and transfer to S.O. Dev. Co. all of I.G.'s rights title and interest in and to the stock issued to it by and standing in its name on the Books of the said corporation Jasco. It is understood that said stock is now held by Heindelbach Ikkolheimer & Co. of New York as security for a loan of \$ 40,000.-- made by Hambros Bank Ltd. of London to I.G., but I.G. will in due course regain said stock and deliver it to

(page 2 of original, cont'd.)

S.O. Dev. Co., and in the meantime S.O. Dev. Co. shall have record title, so that S.O. Dev. Co. may have the full right to vote said stocks and receive any dividends thereon. (Alternative, S.O. Dev. Co. to pay off the loan and take the stock)

II. S.O. Dev. Co. agrees that it and Jasco will enter into a contract or contracts with I.G., substantially as follows,

I.G. assigns, quitclaims and releases to Jasco all of I. G.'s rights title and interest in and to the royalties or payments to I.G., provided for in said agreement of September 30, 1930 between I. G. and S.O. Dev. Co., subject to which agreement and under the terms of which agreement Jasco has been the equitable owner of the processes heretofore listed.

In consideration of the said release and quitclaim of I.G. to Jasco, Jasco shall assign, release and quitclaim to I. G. all of Jasco's rights title and interest in and to the said processes for the world outside of Germany, except the United States of America. The British Empire,, The French Empire (France, its colonies, possessions, protectorates and mandates) and Iraq.

(page 2 of original, cont'd.)

(These are pencilled notations on margin of page 2 of the original.)

(2) Erfahrungsaustausch v. Kriorien
bleibt !!

wurde nicht angeschlossen, da Hor. Bura Erfahrung nicht erwartet(?),

(3) Nach(?) Bura U.S.A. Kohle. Das waren "Nachkriegs-
verträge" in allen ausserdeutschen Ländern
auch auf Jasco.
Nachkriegs-Gemeinschaft.

(1) excl. License rights ?

doppelt ungenau

[a] nur exclusive licensing rights

[b] ... auf Goldbasis

!!!

I.G. als Jasco shares unsonst an Development

I.G. versichert zu Gunsten Jasco's auf alle gold-
lichen Ansprüche gegen Jasco z.B. overriding

Als Gegenleistung überträgt Jasco alle Patent pp.
Rechte in ausseramerikanische, ausserfeindliche Welt
auf I.G.

(page 3 of original.)

III. It is understood that each party intends to promote the said processes in the territory in which it has exclusive ownership thereof to the best of its ability but subject entirely to its own direction.

IV. On request of either party (S.O. Dev.Co. or I.G.) made at any time after one year, and not more frequently than once each year thereafter, from the date herof, the parties shall exchange reports of their respective returns from the promotion of the said processes, and if it shall appear from such reports that the division of territory of exclusive ownership between the parties as herin effected have not been equitable in its financial results as judged by the agreement of September 30, 1930, then the parties shall correct the inequity in such manner as may seem most fair and advantageous at the time.

Pusuant to the foregoing I.G., S.O.Dev.Co. and Jasco shall make or cause to be made any formal assignments or execute any further instruments necessary to put into effect the present re-adjustment and any required future re-adjustment of the rights and interests of the parties to the agreement of September 30, 1930.

(page 3 of original, cont'd.)

(These are pencilled notations on margin of page 2 of the original.)

Leider in seinen Territorium unabhaengig.

spacter faire "readjustment"

andere territorials-Aufteilung

Wie ist es mit "premium royalty"?

auch wenn beide Parties ganz gleich..... in
ihren respectiven territorios, muesste doch ein
readjustment vorgenommen werden wegen unserer
premium royalties.

(page 4 of original.)

Handwriting notes on document entitled
"Memorandum re Readjustment of Jasco",
which bears date Sept. 1939 in upper right-hand corner.

Sept. 1939.

(2) Exchange of Experience (Sgd.) V. Knieriem
remains !!

Would not raise matter as How. does not
expect Buna experience.

(3) Leahr Buna U.S.A. Coal. That would be post war
assignment

"in all extra-German countries
Buna to Jasco"

(1)

excl. license
right ?

Incorrect in two points: (4)
a only exclusive (4) certain
licensing right.
b only on oil basis

Post-war
camouflage.

F
F (English)

I.G.'s Jasco
shares free of cost
to "Development"

I.G. renounced in favor of
Jasco all monetary claims
against Jasco a.g.
overriding royalties

As compensation
Jasco transfers all
patents etc. rights
for countries other than X
America or enemy countries X the world outside
to I.G. of Germany

(page 5 of original.)

Each independent
in his territory

later fair
readjustment

other territorial

X

Now about "premium royalty"

even if both parties have just the same
revenue from their respective territories
a readjustment would have to be undertaken
on account of our premium royalties.

(page 6 of original)

Exemplification -2d Sheet-Form NO. 115-A

ALL of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed.

(Seal) WITNESS, the Honorable ALFRED C. COXE Judge of the District Court of the United States for the Southern District of New York, at the City of New York, in the Southern District of New York, this 14th day of June in the year of our Lord one thousand nine hundred and forty-seven and of our Independence the one hundred and seventy-first,

signed: William V. Connell

Clerk.

UNITED STATES OF AMERICA.

SOUTHERN DISTRICT OF NEW YORK.

I, ALFRED C. COXE, one of the Judges of the District Court of the United States for the Southern District of New York, do hereby certify, that WILLIAM V. CONNELL, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the said exemplification is the Seal of the said District Court, and that the attestation thereof is in due form of law.

Dated New York, June 14th, 1947

signed ALFRED C. COXE
United States District Judge.

(page 5 of original, cont'd.)

UNITED STATES OF AMERICA

SS

SOUTHERN DISTRICT OF NEW YORK

I, WILLIAM V. CONNELL, Clerk of the District Court of the United States for the Southern District New York, do hereby certify, that Honorable ALFRED C. JOSE, whose name is subscribed to the preceding certificate, is one of the Judges of the District Court of the United States for the Southern District of New York, duly appointed and sworn, and that the signature of said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, at the City of New York, in the Southern District of New York this 14th day of June 1947

(Seal)

Signature:

William V. Connell

Clerk.

TRANSLATION OF DOCUMENT No. NI-10551
OFFICE OF CHIEF OF COUNSEL FOR
THE GIBBS

6 June 1944 VK/Doe.

SECRET

To:

Professor Dr. SCHULTZ,	Heidelberg
Director Dr. LARSEN,	Ludwigshafen
Director Dr. BUSCHFISCH,	Leuna
Director Dr. MEHLER-CHURCH,	Oppau
Director Dr. SCHNEIDER,	Leuna
Director Dr. PIER,	Ludwigshafen
Director Dr. GOLDBERG,	Oppau
Dr. DIETRICH,	Berlin

Re: Haslam Article.

Dear Sirs,

Enclosed I am sending you a commentary on the above article, as agreed, and would like you to let me know of any objections, as far as the gentlemen have not already concerned themselves with it.

I think we all agree that we will only make use of our reply to the authorities if we are approached about Haslam's article. It is in any case quite good, however, that we ourselves will get a view of conditions through this.

With regards and

Heil Hitler!

yours

signed: v. MISENER.

1 Enclosure.

(page 1 of original, cont'd)

ledge of our hydrogenation process. This is proved by the single fact that in America

(page 2 of original)

fuels are graded in octane numbers, and Iso-octane was entered as the best fuel with the number 100. All this knowledge naturally became ours as a result of the process, which saved us much effort and protected us against any errors.

The next step was to utilize Iso-octane as a motor fuel because of its good qualities and to search for suitable production processes; this was soon achieved in America. Through polymerization of the iso-butylene contained in cracked gases, di-isobutylene was produced and changed into Iso-octane through hydrogenation. Hydrogenation was at first carried out at low or only slightly increased pressure. It became clear that for this type of hydrogenation the catalytic pressure-hydrogenation developed by us could also be used successfully. Both processes were used simultaneously. After plants were operating in America, they were also introduced, in the years just before the war, in several other countries, as for instance, Germany and Russia (2nd stage low pressure hydrogenation), Holland, Iran and Venezuela (high-pressure hydrogenation). Therefore the statement by Dr. H. Hall that the production of Iso-octane became known in America only through the hydrogenation process, is not correct.

Dr. H. Hall further declares that the German aircraft industry, in contrast to the American and English, could not have changed over to the use of Iso-octane. From this the conclusion might be drawn that either we did not know the process for Iso-octane production, or that we could not produce it for other reasons, for instance, because of lack of raw materials. However, both reasons are wrong. Obviously our raw materials situation is different from that in America. They could draw on extensive sources of raw material, which were at their disposal in the largely unsaturated, but unfractionated ~~hydrocarbon~~ ^{cracked} gases, (Trunk line notes crossed out in original) and the refineries of cracked gases of their petroleum industry. Since our fuel industry depends essentially on coal, these gases are not at our disposal in sufficient quantities. For that reason we used other methods to produce Iso-octane and chose to proceed by way of isobutyl-alcohol which is produced from carbon monoxide and hydrogen, that is to say, on a pure coal basis. Apparently this fact is unknown to the Americans. At any rate, we maintained the strictest secrecy in all our activities about the fact that we produce Iso-octane on an industrial scale. Then in the process of expanding our hydrogenation plants, we came to have sufficient butane-containing gases at our disposal, these had still to undergo dehydrogenation prior to polymerization. Only then were we in a position to change the unsaturated gases into Iso-octane, in the same way that is used in America. This dehydrogenation process has been developed by us.

(page 2 of original, cont'd)

Specially in the case of Iso-octane, it is shown that we owe much to the Americans because in our own work we could draw widely on American information on the behavior of fuels in motors. Moreover, we were also kept currently informed by the Americans on the progress of their production process and its further development.

(page 3 of original)

Shortly before the war a new method for the production of Iso-octane was found in America: alkylation with isomerization as a preliminary step. This process, which Mr. Hesse does not mention at all, originated in fact entirely with the Americans and has become known to us in detail in its steps to follow through our agreements with them, and is being used very extensively by us.

As a result of the quite different raw materials situation, we have occupied ourselves with aviation fuels with an Iso-octane base, but particularly intensively with high performance fuels containing aromatics and with their production. To succeed in producing high-performance fuels of 100 octane rating, in which aromatics are substituted for a large proportion of Iso-octane. In its basic features, the production of aromatic gasoline through hydrocracking was known to us in early stages. The newer development, the new aromatic treatment plants, the development of the DDT-process supplied us by hydrocracking, which will be discussed in detail under (2) below, were however carried out as military developments without anything about them becoming known abroad.

In summary, it can thus be said concerning the production of aviation fuels, that we had to use methods which differed in principle from those of the Americans. The Americans have crude oil at their disposal and naturally rely on the products that are created in the processing of crude oil. In Germany, we start out on a coal basis and from there proceeded to utilize the hydrocracking of coal for the production of aviation fuel. As mentioned above, however, specialized information was not turned over to the Germans. Therefore, in contrast to Professor Hesse's assertions, hydrocracking proper was used in Germany, though not in America, for the production of aviation fuels. Beyond that it must be noted that particularly in the case of the production of aviation gasoline on an Iso-octane basis, hardly anything was given to the Americans, while we gained a lot.

(page 3 of original, cont'd)

2. Toluol.

In the case of Toluol, the facts are somewhat different, insofar as the I. S. was the first to realize that, as already mentioned, through the process of hydrocracking, aromatic, and paraffinic toluol, could be obtained. The production of aromatic toluol through hydrocracking, the so-called aromatization, was technically carried out here as well as in the U. S. . . as a result of the poor yield, the process, in its original form was suitable only for valuable special liquid products. For instance, solvents were manufactured through aromatization in America.

It has been known since the first World War, before the development of the above-mentioned aromatization process, that it is quite generally possible to extract the individual aromatics from heavy tars. Recently, the extraction processes, particularly the internationally known Hulsolene-process, have been considerably improved. These extraction processes were at the disposal of the Americans for us, for the isolation of Toluol.

In Germany, when the I. S. technically so improved the aromatization through the discovery of new catalysts, that the production of aromatic fluids became possible on a large scale,

(page 4 of original)

The Americans learned nothing from us about this. Immediately after the outbreak of war, I. S. also isolated Toluol from the aromatic tars. The fact that this suggestion was not followed was due principally to technical considerations. In particular, it was desired to utilize hydrocracking at first only for the production of fuels and not to turn off certain quantities of hydrocracking products for the manufacture of Toluol, as, until a other suitable sources for Toluol were at our disposal (low-temperature distillation of bituminous coal, synthesis from carbon monoxide and hydrogen). However, it was of decisive importance that the manufacture of high-pressure vessels necessary in hydrocracking was for a long time quite a bottleneck in our production process. For some time, however, Toluol has been produced in Germany also by way of hydrocracking.

In this, however, the above-mentioned aromatization, developed for us, is not being used at all, but instead the so-called Hulsolene, a benzene-hydrocracking process which was discovered by the Hulsolene company in a similar way to the hydro-forming process which was developed in America and Japan. Known to us from literature, the fact that it operates on a large scale by this process is unknown to the Americans, so far

(Page 4 of original, continued)

As we know, with the Americans, as far as we know, the hydro-
forming process - in which petroleum refining is treated under
heat and low pressure in the presence of hydrogen over a catalyst
or other catalyst - furnishes the raw material for alcohol production.
In other words, actual hydro-formation is not employed for
the production of alcohol. Besides, a number of other processes
are at the disposition of the Americans, as for instance the
isomerization process of hydrogen, and a catalytic cracking of
certain crude oil fractions, for instance, the Houdry process.
The Americans have used this last process in 1941 especially,
as far as we know.

Secondly, when we talk of, in connection with alcohol,
the production of which we follow the Americans through
the hydro-formation process, this at least is not correct; for
alcohol is not produced from the above, but is produced without
hydro-formation. It is in any case not produced by hydro-formation
in America.

3. Oppanol.

In the case of Oppanol, the Houdry's statement is in-
correct. When we read Mr. HOUDE's statement in 1932,
we find that he also stated its effect on the improvement
of the American alcohol. It was not, however, that
the Houdry's was the viscous carbon of an intensively invest-
igated process for the American, but the solution was reached
through Oppanol. Its introduction into the American
market was the result of the Americans, thanks to their
laboratory facilities, so that in 1932 they could state results
regarding the applicability of Oppanol to the improvement of
oil cracking, or, which then had not been done, with-
out the Houdry's.

The statement of the Houdry's about the American solution,
which is supposed to show that we had no Oppanol in our possession
at that time, is the American's, in fact, on the contrary,
the Houdry's was the inventor of Oppanol in 1932 in very
close cooperation with the American Houdry's.

(Page 5 of original)

One of the first of the first of the Oppanol-construction
was made in 1932, in fact in the year 1932. It was today up to
0.75% and is still to our day in the oil. It is evident here
too, that the Americans were not, as far as we know, about the
development here, which is explained by the fact that we left
the development of the fact that, until 1932, we had no

ourselves release the film series for general production.

4. Diff.

The conditions, in the Sun Field, as such, have never been disclosed in information to the Germans, nor did technical cooperation in the Sun field take place. On the basis of the contractual agreement, the Germans had only the right to reach technical cooperation with I.G. Farbenindustrie AG, when the agreement reached in September 1939 was terminated. I.G. Farben did not give the Germans any technical information, but only that which was contractually binding, and there was in the present cooperation, however, a third, a different division of the present cooperation was established, which was to be in the interest of both parties. The Germans did not reach this reality, rather, it went to the company, which, they made I.G. Farben the subjects without our knowledge in a real way. For this reason, it will never be possible to reach a final agreement.

Another fact noted on this last account, which for obvious reasons is not given in the article, is the contribution of our contacts with the "Soviet" received from a "Soviet" agent who provided a very valuable contribution for the maintenance of the equipment of motor fuel at the time, which was not during the "Soviet" period of us, but the Soviet other side.

Therefore, the following may be assumed:

[illegible]

DECLASSIFICATION AUTHORITY No. NI-10551
CONTINUED

CONTINUATION OF REPORT

15 September 1947

I, Victoria L. Hall, LHO No. 20 129, hereby certify that I am
fully qualified for the position and position listed as
the only person known is a true and correct translation of
the document No. NI-10551.

.....
VICTORIA L. HALL
No. 20 129.

DOCUMENT NO. NI- 10553
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

THE PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that we have inspected the records of the District Court of the United States for the Southern District of New York, do find described in the clerk's minutes to trial in the case of STANDARD OIL COMPANY, (N.J.) et al, vs. JAMES S. MARSHALL, as Alien Property Custodian, (Docket Number Civil 26-414) certain paper writings there, in the words and figures following, to wit:

Defendant Exhibit # D-563-1.0., generally described to be:

Report minutes Basle 5/21/40 translations.

Besprechung in Basel am 3. Mai 1940

Anwesend: Howard
Asbury

ter Meer
von Knieriem
Loehr

T. Duisberg

Zunächst wird die Definition des "licence field" besprochen, die fuer den Umfang der der Jasco zu gewährenden Rechte auf dem Buna-Gebiet bzw. fuer die Uebertragung von Patenten massgebend sein soll. Die I.G. erklart sich mit den durch Eabel Howards vom 3. u. 4.4.1940 uebermittelten Aenderungsverschlüssen einverstanden. Es wird lediglich bemerkt, dass hinsichtlich der der Jasco zu gewährenden Herstellungsrechte fuer ungesättigte Ketone eine kleine, praktisch aber bedeutungslose Einschränkung zu machen sei, da fuer die Herstellung von Methyl-Vinyl-Ketonen aus Mono-Vinylacetylen seitens der I.G. bereits ausschliesslich Lizenzen an Dupont vergeben sind. Howard nimmt hiervon Kenntnis und bittet die I.G., ihr Einverständnis mit der jetzigen Fassung der Definition des "licence field" unter Angabe der notwendigen Einschränkungen direkt an die Standard Oil Development Co. nach New York zu kabeln. (Ist inzwischen geschehen).

Asbury weist darauf hin, dass das US-Patent fuer Perbunan (Nr. 1.973.000) in seinen Ansprüchen auf Mischpolymerisate mit einem Höchstgehalt von 40 % Acrylnitril beschränkt sei, obwohl in einem Beispiel Mischpolymerisate mit 50 % Acrylnitril beschrieben seien. Dieser Beschränkung des Schutzbereichs kommt erhebliche praktische Bedeutung zu, da sowohl Goodyear wie auch Goodrich in den Lizenzverhandlungen mit Jasco geltend gemacht hatten, dass sie in der Lage seien, Mischpolymerisate mit hohem Acryl-Gehalt herzustellen, ohne mit dem genannten Patent in Konflikt zu kommen. Asbury bittet um Angabe der Gründe, welche zu der Einschränkung der Patentansprüche auf den jetzigen Acryl-Nitril-Gehalt geführt haben. Die I.G. sagt Prüfung und Aeusserung zu.

Asbury ueberreicht dann eine Liste von amerikanischen Patenten des Buna-Gebietes, die bei der im November erfolgten Uebertragung auf die Jasco nicht beruecksichtigt worden seien und

bittet zu prüfen, ob nicht auch diese Patente zu übertragen sind. Für die zu übertragenden amerikanischen Patente wird auch um Angabe der entsprechenden englischen * und französischen Patente gebeten. Die I.G. erwidert, dass die erste Übertragung mangels Vorliegen einer präziseren Definition des Vertragsgebietes zunächst auf die Patente für die kommerziell wichtigen Produkte und einige Herstellungsverfahren beschränkt wurde, und dass jetzt bei Vorliegen der genauen Definition weitere Übertragungen erfolgen würden. Die I.G. wird der Jasco aufgeben, in welchem Umfang die in der Liste vorzeichneten Patente zur Übertragung gelangen werden.

Seltens Howard wird vorgebracht, dass die Jasco erhebliche Schwierigkeiten bei der Lizenzierung der Buna-Patente habe, weil das Patent der Naugatuck Nr. 1.910.846 (Emulsions-Polymerisation von Butadien in Gegenwart von oelsauren Salzen und Seifen als Emulgator) nach Auffassung der amerikanischen Sachverständigen den praktisch einzig möglichen Weg zur Herstellung von Perbunan und Buna S blockiere. Insbesondere habe die U.S. Rubber Co., welche die Kontrolle über die Naugatuck ausübe, ihre angeblich starke Stellung als Vertriebsberechtigte über dieses Patent betont. Es wurde die Stellung der Jasco in amerikanischen Bild wesentlich schwächen, wenn ihre Lizenznehmer gezwungen seien, zur Ausübung der von Jasco erworbenen Buna-Patente zusätzlich Lizenzen von der Naugatuck zu nehmen. Howard spricht die Vermutung aus, dass die I.G. bei ihrer Fabrikation Emulgatoren verwende, welche ausserhalb des Schutzbereichs des Naugatuck-Patents lägen und bittet, der Jasco bekanntzugeben, mit welchen Emulgatoren sie arbeite, damit die Jasco die Bedenken der amerikanischen Interessenten bezgl. des Naugatuck-Patentes ausgeräumen könne. Die I.G. erklärt, dass sie bei der Herstellung von Perbunan weder Celaduro noch eine andere unter das Naugatuck-Patent fallende Seife benutze, und dass sie sich infolgedessen durch das Patent 1.910.846 nicht behindert fühle. Es sei ihr jedoch nicht möglich, der Jasco bekanntzugeben, welche Emulgatoren verwendet werden; die Bezeichnung der von der I.G. verwendeten Emulgatoren bedeute die Übermittlung von Know-How, den zu geben sie nicht in der Lage sei, wie in dem Kabel der I.G. vom 16.10.1939 klar zum Ausdruck gebracht worden ist.

Howard geht dann auf die Pläne der Jasco ein und berichtet, dass die Jasco z.Zt. die Errichtung einer Anlage für die Fabrikation

taeglich 10.000 lbs. Perbunan in Baton Rouge in Vorbereitung habe; die Anlagekosten wuerden in der Groessenordnung von \$ 500.000.- liegen. Der Jasco waere sehr daran gelegen, wenn sie hierbei die Konstruktionen der I.G. fuer die wichtigsten Apparaturen mitverwerten koenne und Howard bittet zu pruefen, ob es nicht moeglich sei, der Jasco einen Satz Zeichnungen fuer die Verfahrens-Apparaturen (process designs) gegen Zahlung zu ueberlassen, wobei diese Zahlung im Rahmen einer ueblichen Kommission fuer Planungsarbeiten (10% vom Anlagewert) liegen wuerde. Die I.G. erwiderte hierauf, dass die Ueberlassung der gewünschten Zeichnungen automatisch die Bekanntgabe des Verfahrens selbst nach sich ziehen wuesste und dies der Uebermittlung des wesentlichen Know-How der Fabrikation von Perbunan und Buna S gleichkaeme. In bestimmter Form wird weiter erklart, dass die I.G. unter den gegenwaertigen Verhaeltnissen hierzu guenzlich ausserstande ist, und dass es auch keinen Zweck habe, den Vorschlag Howards mit den deutschen Behoerden zu besprechen. Howard erwachte dann, dass die I.G. inzwischen einen Vertrag ueber Buna mit einer italienischen Gruppe abgeschlossen habe, an der Pirelli massgebend beteiligt sei. Er habe vor, sich mit Pirelli in Verbindung zu setzen, um von dort den der Jasco fehlenden Know-How fuer die Fabrikation von Buna zu erwerben. Die I.G. erklarte hierzu, dass auch die italienische Gruppe der Jasco nicht den gewünschten Know-How uebermitteln koenne, da sie sich vertraglich verpflichtet habe, den von der I.G. erworbenen Know-How geheim zu halten. Hinzugefuegt wird, dass diese Geheimhaltungspflicht einen besonders wichtigen Punkt darstelle, der den Gegenstand spezieller Verhandlungen zwischen der deutschen und italienischen Regierung gebildet habe.

Howard kommt dann noch darauf zu sprechen, dass der Standard Oil Development Co. eine Anfrage der Firma F.A. Hughes, London, vorliege, in der ein Angebot fuer die Lieferung von Styrol, Vinylchlorid, Vinylacetat, Acrylcster geboten wird. Howard meint, dass nach Aufnahme der Fabrikation durch die Jasco eine Lieferung von Styrol- und Acryl-Produkten vielleicht fuer die Dauer der Lieferbehinderung von Deutschland aus in Erwaeigung gezogen werden koenne. Die I.G. erklart hierzu, dass die der Jasco uebertragenen Rechte auf die Verwendung der genannten Produkte in der Fabrikation von Buna beschränkt seien, und dass eine Lieferung fuer andere Verwendungsgebiete die von der I.G. fuer diese Anwendungsgebiete getroffenen Abkommen in Gefahr bringen wuerde. Die I.G. koenne daher einer

Lieferung von Styrol- und Acryl-Produkten seitens der Jasco bzw. Standard an Hughes in besonderen und auch fuer ausserhalb des Buna-Gebietes liegende Verwendungsgebiete im allgemeinen nicht zustimmen.

Zum Schluss schildert Howard die Verhandlungen, welche Jasco bisher mit den verschiedenen Kautschukverarbeitern in US ueber die Auswertung der Buna-Patente gefuehrt hat. Ziel dieser Verhandlungen war es, eine Interessengemeinschaft zu bilden, in der die Partner sich gegenseitig die Patente und Erfahrungen zur Weiterentwicklung des Buna-Gebietes zur Verfuegung stellen. Die Bildung einer solchen Interessengemeinschaft stoesse jedoch auf die grundsatzliche Schwierigkeit, dass die Jasco selbst ueber keine Erfahrungen auf dem Buna-Gebiet verfuegt, waehrend die grossen amerikanischen Kautschukverarbeiter wesentlich auf dem Gebiet der Weiterverarbeitung und einige, wie Goodyear und Goodrich, auf dem Gebiet der Fabrikation von Buna gewisse Erfahrungen besitzen. In diesem Zusammenhang wird auch angedeutet, dass die I.G. Erfahrungen in Bezug auf die Herstellung von Buna an amerikanische Kautschukverarbeiter, insbesondere Goodyear und Goodrich (Besuch Dr. Koch im Fruehjahr 1939) uebermittelt habe, welche der Jasco vorerhalten worden seien. Diese irrige Auffassung wird in unterschiedener Form richtig gestellt.

Bei der gegebenen Sachlage habe sich die Jasco darauf beschraenken muessen, so fuerht Howard fort, den Kautschukverarbeitern Lizenzen fuer die Fabrikation ihres unmittelbaren Bedarfs an Perbunan anzubieten. Diese Lizenzen seien mit schweren Auflagen versehen, und zwar:

- a) einer Lizenzgebühr von 7,5 cts.p/lb., was 10% auf den jetzigen Verkaufspreis von Perbunan entspricht,
- b) einer Beschränkung der Fabrikation fuer den Eigenverbrauch.

Die Reaktion der grossen Reifenfabriken sei verschieden gewesen. Die US Rubber Co. ist an der Selbstfabrikation von Perbunan wenig interessiert. Wenn sie die Fabrikation ueberhaupt aufnimmt, dann nur fuer voruebergehende Zeit; sobald die Jasco selbst in der Lage ist zu liefern, will sie ihren Bedarf dort decken. Goodyear will eigene Wege gehen und vorlaeufig keine Lizenz nehmen. Die Goodrich habe eigene Produkte sowohl vom N- wie vom S-Typ entwickelt, welche die I.G.-Patente nicht verletzen und finde die vorgeschlagenen Vertragsbedingungen zu hart. Die Firestone hat

inzwischen eine Lizenz zur Fabrikation fuer den eigenen Verbrauch genommen. Howard vertritt den Standpunkt, dass es am wirtschaftlichsten sei, Buna in USA nur in einer Anlage zu fabrizieren, es sei durchaus fraglich, ob die Preisentwicklung der Zukunft es zulassen wuerde, an dem Produkt zweimal zu verdienen, einmal am Rohstoff und das zweite Mal am Fertigprodukt. Um die Bildung der erstrebten Interessengemeinschaft zu erreichen, wird er den Interessenten folgenden neuen Vorschlag unterbreiten:

- a) Die Gesellschafter nehmen eine Lizenz auf die Buna-Patente gegen eine Lizenzgebühr von 10% am Nettoverkaufserlös,
- b) Die einkommenden Lizenzgebühren werden hälftig geteilt. Die eine Hälfte erhält die Jasco als Inhaberin der Patente, die andere Hälfte wird unter diejenigen Gesellschafter verteilt, welche zu der Weiterentwicklung des Gebietes beitragen, wobei der Anteil jeder Gesellschaft sich nach deren Beitrag zur Weiterentwicklung richten soll.

Die Jasco wird das von ihr fabrizierte Produkt ebenfalls mit 10% Lizenzgebühr belasten, sodass sie zu dem Fond beitragen wuerde, ohne selbst auf einen Anteil Anspruch zu haben.

Die zur Verteilung vorgesehene Hälfte der Lizenzgebühr soll alle 2 Jahre vorgenommen werden; die Benennung der auf die einzelnen Gesellschafter entfallenden Anteile soll durch ein dreigliedriges Schiedsgericht erfolgen, zu dem die Jasco ein Mitglied, die Lizenznehmer ein zweites Mitglied und die beiden benannten Schiedsrichter das dritte Mitglied als Obmann wählen.

Von diesen Gedanken, nach von Howards wird ohne Bemerkung Kenntnis genommen.

gez. ter Meer gez. Lochr

FFm., 21.5.40.

(TRANSLATION FROM GERMAN BY H.C. FURSTENWALDE)

Conference in Basle May 3, 1940.

Present: Howard
Asbury

ter Meer
von Klorien
Loehr

W. Duisberg

Preliminarily, the definition of "license field" is discussed which is to be controlling for the extent of the rights to be granted Jasco in the Buna field and/or for the transfer of patents. The I.G. declares its agreement to amendment proposals transmitted in Howard's cables of April 3 and 4, 1940. It is merely remarked that as regards the production rights to be granted Jasco for unsaturated ketones, a small, practically unimportant, restriction is to be made because the I.G. has already given exclusive licenses to duPont for the production of methyl-vinyl ketones from mono-vinyl acetylene. Howard takes note hereof and requests the I.G. to cable its agreement with the present text of the definition of the "license field" mentioning the necessary restrictions to the Standard Oil Development Co. in New York. (Has meanwhile been done.)

Asbury points out that the U.S. patent for perbunan (No. 1,973,000) is restricted in its claims to mixed polymerizates with a maximum content of 40% acrylic nitrile, although in one example mixed polymerizates are described with 50% acrylic nitrile. Considerable practical importance attaches to this restriction of the field of protection as both Goodyear

and Goodrich in the license negotiations with Jasco had brought out that they were in a position to produce mixed polymerizates with higher acrylic content, without conflicting with the patent mentioned. Ashbury requested a statement of the reasons which had led to the restriction of the patent claims to the present acrylic nitrile content. I.G. promised to investigate and report.

Ashbury then presents a list of American patents in the Buna field which had not been taken into account in the transfer in November to Jasco and requests investigation as to whether these patents were not to be transferred also. As regards the American patents to be transferred, statement of the corresponding English and French patents is also requested. The I.G. replies that the first transfer, in the absence of a more precise definition of the contract field, was for the present restricted to the patents for the commercially important products and a few production processes, and that now that the exact definition is at hand further transfers would follow. The I.G. will state to Jasco to what extent the patents mentioned in the list will be transferred.

Howard states that Jasco has considerable difficulties in licensing the Buna patents because the patent of Naugatuck, No. 1,910,546 (emulsion polymerization of butadiene in the presence of fatty acids salts and soaps generally), according to the view of the American experts, blocks the only possible practical method for producing perbunan and buna-S. In particular the U.S. Rubber Co., which exercises control of Naugatuck, emphasized its allegedly strong position as the party authorized to dispose of this patent. It would considerably weaken the position of Jasco in the American picture

if its licensees were compelled, in order to use Buna patents acquired from Jasco, to take supplementary licenses from Naugatuck. Howard expressed the supposition that the I.G. used emulsifiers in its production which were outside of the protection of the Naugatuck Patent and requested that Jasco be informed with what emulsifiers they worked in order that Jasco might eliminate the objections of the American interests as regards the Naugatuck Patent. The I.G. declares, that in the production of perbunan it employs neither fatty acids nor any other soap falling under Naugatuck Patent and that it consequently did not feel impeded by patent 1,910,846. It was, however, not able to inform Jasco what emulsifiers are used. The designation of the emulsifiers used by I.G. amounted to the transmittal of know-how which it was not in a position to give, as was clearly expressed in the I.G.'s cable of 10/16/39.

Howard then goes into the plans of Jasco and reports that Jasco presently has in preparation the construction of a plant in Baton Rouge for the manufacture of 10,000 pounds perbunan daily. The costs of the plant would be around \$ 500,000. Jasco would be very much interested in being able hereby to utilize the construction of I.G. for the most important apparatus and Howard requested that it be investigated whether it would not be possible to let Jasco have a set of drawings for the process apparatus (process designs) which would be paid for, whereby this payment would be in the nature of a usual commission for planning work (10% of the plant costs). The I.G. replied hereto that the granting of the desired drawings would automatically entail the divulging of the processes themselves, and this would amount to the giving of the essential know-how

of the manufacture of perbunan and Buna-S. In definite form it is further stated that the I.G. under the present conditions is absolutely not able to do so and that there was no use in discussing Howard's proposal with the German authorities. Howard then mentioned that the I.G. meanwhile had concluded a controlling share. He intended to contact Pirelli in order to acquire from there the know-how which Jasco lacked for the production of buna. On this subject the I.G. declared that the Italian group as well could not give Jasco the desired know-how acquired from I.G. secret. It was added that this obligation of secrecy represented a particularly important point which had been the subject of special negotiations between the German and Italian Governments.

Howard further mentions that the Standard Oil Development Co. had an inquiry from the firm F.A. Hughes, London, requesting offer for the supply of styrol, vinyl chloride, vinyl acetate, and acrylic ester. Howard was of the opinion that, after Jasco had taken up manufacturing, the supplying of styrol and acrylic products might perhaps be considered for the duration of Germany's inability to supply. The I.G. declared that the rights transferred to Jasco were restricted to the use of the products named in the production of Buna and that delivery for other fields of use would endanger the agreements entered into by the I.G. for these fields of use. The I.G., therefore, could not agree to the supplying of styrol and acrylic products by Jasco and/or Standard to Hughes in particular, nor for fields of use outside of the buna field in general.

Finally, Howard described the negotiation which Jasco had conducted hitherto with the various rubber users in U.S. concerning the exploitation of the buna patents. The object of these negotiations was to form a community of interests in which the partners would mutually place at each other's disposal all patents and experience for the further development of the buna field. The formation of such a community of interests, however, encountered the basic difficulty that Jasco itself had no experience in the buna field, whereas the big American rubber users possessed certain experience in the field of improvement and a few as, for instance, Goodyear and Goodrich, in the field of the manufacture of buna rubber. In this connection, it is also indicated that I.G. had transmitted experience as regards the production of buna to American rubber users in particularly Goodyear and Goodrich (visit Dr. Koch in the spring of 1939) which was not given to Jasco. This erroneous conception is emphatically corrected.

In the given situation Jasco had to restrict itself, Howard continued to offer the rubber users licenses for the production of their direct requirements of perbunan. These licenses contain severe clauses, namely:

- a) a license fee of 7.5 ¢ per lb. which corresponds to 10% of the present sales price of perbunan.
- b) a restriction of production to own use.

The reactions of the large tire manufacturers were various. The U.S. Rubber Co. has little interest in making perbunan itself. If it were to take up the production at all, it would only be for a period of transition. As soon as Jasco itself is in a position to supply, it wants to obtain its requirement from them. Goodyear wants to go its own way and not take a

license for the present. Goodrich has developed its own production both for S and W type, which does not infringe the I.G. patents and considers the proposed contractual condition too severe. Firestone has meanwhile taken a license for production for its own use. Howard takes the point of view that it would be most economical to have buna made in the U.S.A. in only one plant; it being very problematical whether the price development in the future would permit a double profit on the product, one on the raw material and the second on the finished product. In order to achieve the formation of the desired community of interests, he will submit the following proposal to the interested parties:

- (a) The partners take a license under the buna patents in return for a license fee of 10% of the net sales price.
- (b) The license fees received will be split, one-half to be received by Jasco as holder of the patents, the other half to be distributed amongst those companies who contributed to the further development of the field, whereby the share of each company is to be in accordance with his contribution to the further development.

Jasco will also burden the product it makes with a 10% license fee, so that it would contribute to the fund without itself having a claim to a share.

The distribution of that half of the license fees which is to be distributed is to take place every two years. The determination of the share falling to the individual companies is to be made by an arbitration board of three members to which Jasco names one member, the licensees a second member, and the two appointed arbitrators to elect the third member as chairman.

These ideas of Howard's are noted without comment.

Fm 5/21/40

sgl./ ter Moor lochr

ALL of which we have caused by these presents to be exemplified, and the Seal of the said District Court to be hereunto affixed.

WITNESS, the Honorable ALFRED C. COXE
Judge of the District Court of the United States for the
Southern District of New York, at the City of New York,
in the Southern District of New York, this 14th day of June,
in the year of our Lord one thousand nine hundred and forty-
seven and of our Independence the one hundred and seventy-
first.

(Seal) Wm. V. CONNELL
Clerk

UNITED STATES OF AMERICA,
SS:
SOUTHERN DISTRICT OF NEW YORK,

I, ALFRED C. COXE, one of the Judges of the District Court
of the United States for the Southern District of New York, do
heroby certify, that WILLIAM V. CONNELL, whose name is sub-
scribed to the preceding exemplification, is the Clerk of the
said District Court, duly appointed and sworn, and that full
faith and credit are due to his official acts. I further certify
that the Seal affixed to the said exemplification is the Seal
of the said District Court, and that the attestation thereof is
in due form of law.

Dated, New York, June 14th, 1947

Alfred C. COXE
United States District Judge

UNITED STATES OF AMERICA,
SS:
SOUTHERN DISTRICT OF NEW YORK,

I, WILLIAM V. CONNELL, Clerk of the District Court of the
United States for the Southern District New York, do hereby
certify, that Honorable ALFRED C. COXE, whose name is sub-
scribed to the preceding certificate, is one of the Judges of
the District Court of the United States for the Southern
District of New York, duly appointed and sworn, and that the
signature of said Judge to said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the Seal of the said Court, at the City of New York,
in the Southern District of New York, this 14th day of June, 1947.

(Seal) WILLIAM V. CONNELL
Clerk

A CERTIFIED TRUE COPY

OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

S Pt. 26 1/2 Pt. F.I.C.

(351)

(Source: Submitted by Leon Henderson)

TABLE A 8 pt. Ital. l.c. ar.
311932 9563

UNITED NATIONS CRUDE-RUBBER OUTLOOK

	1942	1943	1944
<u>Supply--New Supplies during</u>			
year:			
Crude Rubber Shipments	434,000	135,000	98,000
Synthetic Rubber	25,000	165,000	362,000
U.S. Grown Guayule	-	1,000	5,000
	459,000	301,000	465,000
<u>Demand--United States Military</u>			
Forces Lend-Lease, South			
American Export:			
U.S. Civilian	200,000	165,000	165,000
Rest of Non-Axis World	285,000	265,000	265,000
	874,000	1047,000	1047,000
<u>Result--Supply Minus Demand</u>			
	415,000	746,000	582,000
<u>Total Stocks at Be-</u>			
ginning of Year			
	693,000	278,000	468,000
<u>NET STOCKS END OF YEAR FOR</u>			
NEXT YEAR			
	278,000	468,000	1050,000

S Pt. Footnote

S Pl. 264 Pl. F.I.C.

311932

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(Source: Submitted by Leon Henderson)

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TABLE B

UNITED NATIONS CRUDE-RUBBER OUTLOOK

	1942	1943	1944
Supply-New Supplies during year:			
Crude Rubber Shipments	437,000	135,000	98,000
Synthetic Rubber	20,000	300,000	300,000
U.S.Grown Guayule	-	1,000	5,000
	459,000	436,000	703,000
Demand-United States Military Forces Lend-Lease, South American Export:			
U.S.Civilian	200,000	165,000	165,000
Rest of Non-Axis World	265,000	265,000	265,000
	874,000	1,047,000	1,047,000
Result-Supply Minus Demand	415,000	611,000	544,000
Total Stocks at Beginning of Year	693,000	278,000	333,000
NET STOCKS END OF YEAR FOR NEXT YEAR	278,000	333,000	677,000

S Pt. Footnote

S Pt. 26¹/₂ Pl. F.I.C. (353)

(Source: Submitted by Leon Henderson) 311932 9567

TABLE C

UNITED NATIONS CRUDE-RUBBER OUTLOOK

	1942	1943	1944
Supply-New Supplies during year:			
Crude Rubber Shipments	434,000	135,000	98,000
Synthetic Rubber	25,000	300,000	300,000
U.S. Grown Guayule	-	1,000	5,000
	459,000	436,000	703,000
Demand-United States Military Forces, Lend-Lease, South American Export	306,750	462,750	462,750
U.S. Civilian	150,000	123,750	123,750
Rest of Non-Axis World	198,750	198,750	198,750
	655,500	785,250	785,250
Result-Supply Minus Demand	196,500	349,250	82,250
Total Stocks at Beginning of Year	693,000	496,500	147,250
NET STOCKS END OF YEAR FOR NEXT YEAR	496,500	147,250	65,000

Showing effect of a 25% reduction in demand which will be met.

* A CERTIFIED TRUE COPY *

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E N D

DOCUMENT NO. NI-10621
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES.

(page 1 of original).

8 RE 241 Pl. F.I.C.

311932 9570

8 POINT

September 11, 1940.

SUMMARY OF THE SYNTHETIC RUBBER SITUATION

The construction of synthetic rubber plants for defense purposes is primarily a question of timing. How long would our present supply meet our requirements, and how long would it take to build large synthetic plants?

Annual Requirements:- Crude rubber 600,000 long tons
normal
700,000 tons emergency
Reclaimed rubber 170,000 tons normal
210,000 tons emergency
Reclaimed is produced
from scrap rubber.

Supply - July 31, 1940: Crude in U.S.A. 190,000 tons
Reclaimed 60,000 Not in-
Crude afloat for cluded in total
U.S.A. 140,000
Crude in finished
goods 200,000
TOTAL CRUDE 530,000 includ-
ing 46,000 tons of stock pile rub-
ber in U.S.A. or afloat.

A stock pile of 416,000 tons is being accumulated at the rate of about 25,000 tons a month, of which 46,000 tons are in this country or afloat, but the reserve supply will not be completed until the end of 1941.

Assuming that we shall receive the rubber afloat and could reduce stocks to zero, this total figure for crude represents about 10 months normal supply, 9 months emergency supply.

(page 1 of original cont'd)

Estimated Time Required to Get Synthetic Plants
Into Operation

Eighteen months. If our supply of crude rubber is cut off and we have to build synthetic plants, it will probably be because we are at war, when demands for all types of machinery and construction would be at maximum.

There is not an overlepping period of safety; there is a deficit of time. This deficit could be met by: (a) maximum use of reclaimed rubber, 400,000 tons a year. In 6 to 9 months we could produce at that rate. (b) Curtailment of civilian uses. Even by those measures we could not stretch existing supplies much beyond 18 months.

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LINE-CUT ILLUS., FOLIO 55 a, TO BE INSERTED.

(page 2 of original)

8 POINT

September 12, 1940

8 Pt. 26 1/2 Pt. F. I. C.

311932 9569

Memorandum to the President

From E.R. Stettinius, Jr.

Subject: SYNTHETIC RUBBER

If the Government feels there is any possibility of our rubber supply being shut off, precautionary steps should be taken now, by building synthetic plants. If these plants are needed at all, the need may be most urgent in the next 18 months, because by the end of that time we shall have our 416,000 ton stock pile, plus normal industry stocks of 150,000 tons. Since it takes approximately 18 months to erect plants, the entire tonnage necessary to provide a margin of safety should be undertaken as soon as possible. If only a part of the total is built now, the plants could not be reproduced in less than 12 or 15 months.

The Committee feels that serious consideration should be given by appropriate government agencies to expansion as quickly as possible of our productive capacity for synthetic rubber, now 5,000 tons a year. If this is increased to 100,000 tons, it would cover our needs for strictly war purposes, and, combined with existing stocks of crude and maximum use of reclaimed, would enable the rubber industry to perform its vital functions until more synthetic rubber plants could be built.

(page 2 of original cont'd)

The estimated cost of 100,000 ton capacity is \$50,000,000, including necessary raw material plants. The cost of an annual capacity less than 100,000 tons, say 50,000 tons, would not be proportionately smaller, and the time required to build the plants would be substantially the same. Estimated cost of synthetic rubber with plants at maximum efficiency is 25 cents a pound, compared with about 19 cents for crude nrc. The existence of such synthetic plants would tend to establish a ceiling for crude rubber prices. Synthetic rubber can be used acceptably for practically all rubber products, but further experience in its use by rubber manufacturers is needed.

You will find herewith a memorandum giving the basic information relative to the matter that you might wish to have before you in considering the proposal. Attached also is a chart which portrays graphically the rubber situation.

MLF:ls.

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(END)

(Page 1 of original)

8 Pt. 26 1/3 Pt. F. I.O.

311932 10123

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February 27, 1941

Mr. W. L. Clayton
Reconstruction Finance Corporation
Federal Loan Agency Building
12 floor
Vermont Ave. and "E" St., N.W.
Washington, D. C.

Dear Mr. Clayton :

Referring to the memorandum on rubber of which you handed me a copy yesterday, it seems to me that the following statistics on gasoline consumption might throw some light on what assumptions could safely be used as to possible reduction of rubber consumption in the United States if an emergency demanded it. For whatever value it may have to you I am therefore giving you a very hurried analysis by our statistical people, as follows:

For the year 1940 consumption of motor gasoline was about 24,000,000,000 gallons, of which we estimate that 5,400,000,000 gallons were consumed by trucks, leaving a balance of 18,600,000,000 as the total consumption of all passenger vehicles. The only authoritative breakdown of this passenger vehicle consumption which we have been able to find today has been the estimate of the U.S. Public Roads Bureau as quoted in "Automobile Facts and Figures" for 1940. This estimate is that 55.3 % of the total mileage of passenger vehicles was for business purposes and 44.7 % for social and recreational purposes. If we accept these figures it would appear that of the total motor gasoline consumption, 34.6 % represents social and recreational consumption and 65.4 % represents consumption by trucks and passenger vehicles operating for business purposes.

(Page 1 of original, cont'd)

I do not know whether it is entirely clear to you what our relation to the synthetic rubber business is, I will try to outline it briefly, as follows:

1. We became interested in the Buna synthetic rubber development of the German Chemical Trust about ten years ago and made an agreement with them for a joint development of this process and joint ownership of all the patents involved, in the world outside of Germany. Our own particular responsibility in this program was to develop cheap methods of manufacture of the raw materials used in the production of synthetic rubber, with petroleum and natural gas as the starting point; whereas, the primary responsibility of the Germans was to develop the technique of actual polymerization of the rubber.

(Page 2 of original)

The joint program referred to was proceeded with on a considerable scale and at great expense on both sides of the water. At the time of the outbreak of the war the status of the new industry was that it had already

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311982 10124

been established on a large commercial scale in Germany, using a raw material manufacturing process which had been partly developed here; and the Germans and ourselves were having discussions with the four leading American rubber companies concerning the licensing of the process in the United States. The Perbunan rubber was being imported from Germany and sold in competition with Neoprene (the du Pont synthetic rubber product) here. It was generally conceded to be a superior product for most uses. The Buna-S (or tire rubber) had been imported in substantial amounts for test purposes, and the four leading rubber companies had all manufactured and tested a few tires.

3. Upon the outbreak of the war we revised our arrangements with the Germans and divided the world on a territorial basis--we took over the complete ownership of the synthetic rubber processes and patent rights in the British and French empires and in the U.S., and the Germans took over the processes for the rest of the world.

4. In the meantime we had ourselves developed an entirely new type of synthetic rubber called "Butyl Rubber" which was simpler and easier to manufacture, and of lower cost than Buna Rubber. It was not however an oilresistant rubber like Perbunan and therefore not suitable as a substitute for Perbunan and Neoprene in that field; and on the other hand, while it appeared to be useful as a tire rubber, it obviously needed a considerable amount of development work to bring it up to the quality of natural rubber or Buna-S for tire purposes.

(Page 2 of original, cont'd)

5. Even before the outbreak of the war we were in close touch with the Army and Navy Munitions Board on the question of the nation's rubber supply in time of emergency. We have recognized the national interest in this matter from the beginning and have shaped our plans accordingly. We never at any time contemplated monopolizing the manufacture of synthetic rubber for tire purposes in the United States, even though our patents might permit this and our immediate commercial interests justify it. Our plan has been to license the Buna patents generally to the tire industry for the manufacture of Buna rubber for tire purposes, but originally we planned to maintain the Buna rubber specialty market as our own field, to be exploited by us in competition with the du Pont "Neoprene".

We have receded from this position however to the extent of offering to license the rubber manufacturers to manufacture Buna rubber for their own consumption for specialty purposes—but not to sell it to other rubber fabricators for such purposes. The exclusive manufacturing field which we hope to reserve for ourselves under our patent rights would therefore be the supply of Buna type rubbers to rubber manufacturers who are not making the product themselves, for use in rubber goods other than tires.

6. The butyl rubber we regard as still in an experimental stage, and we propose to carry on the first commercial manufacture and sale ourselves. We are, meanwhile, cooperating with various large companies in special fields to insure the quickest possible development. The Firestone and U.S. Rubber companies are experimenting with the product for tire and tube purposes.

General Electric is experimenting with it for electrical purposes. The Acme Process Co. is experimenting for other special purposes including the manufacture of gas masks. (It is interesting to note here

(Page 3 of original, cont'd)

that butyl rubber is apparently the best possible rubber product for use in gas masks.) The United Carbon Co. is also experimenting with it for various purposes.

(Page 3 of original)

1 Pt. 25 1/2 Pt. F.I.C.

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7. The program which the RFC now has under advisement embodied all of the constructive suggestions we were able to make at the time for the accomplishment of the ends wanted. Our own relation to that program was the following:

(a) We had reached agreements with Firestone and U.S. Rubber on the patent licenses and had also made separate arrangements to supply their butadiene requirements under this program.

(b) We had offered the same licenses to the Goodyear and Goodrich companies but were expecting them to obtain their butadiene from other suppliers.

If, after further consideration of the matter you find it possible to proceed along the general line for the modification of the RFC program discussed with Mr. Firestone and myself yesterday, there would be no new problems to set before which we could see. We would remain as suppliers of butadiene to Firestone and U.S. Rubber, but the reduced quantity of butadiene would be furnished on a simple contract basis and with no financing complication.

As owners of the patents we are ready to license all four proposed plants on the basis already accepted by Firestone and U.S. Rubber. The principal difference of opinion between ourselves and the Goodyear and Goodrich companies at this time in connection with these licenses is the apparent desire of Goodyear and Goodrich to insist upon a license which would permit them to manufacture Buna type rubbers not only for use in their plants for specialty purposes but also for sale to other rubber manufacturers in competition with our production of Buna rubber for these specialty purposes in the plant which we are just now completing.

(Page 3 of original, cont'd)

So far as the Government's own requirements or defense interest in this matter might be concerned; we would of course do whatever is constructive and necessary. If this point has any pertinence in connection with your present problem we are of course at your service to discuss it.

We have faith in the ultimate development of a large synthetic rubber industry in the U.S. Rubber is the largest single item of import into this country. Its production and price are now completely controlled by a single foreign government and the only change in this situation which seems likely to occur is that that government may eventually surrender its control, to, or share it with, other foreign governments. In any case, the U.S. will remain in an economic and military sense dependant upon foreign powers for this foundation stone of its industrial life. Of all possible ways for accomplishing our independence, the production of synthetic rubber from oil and natural gas as raw material seems to us to be the most promising, technically and economically and the most satisfactory to the national interest.

(Page 4 of original)

We have believed that if the defense requirements of this country justified steps to accelerate the natural development of the synthetic

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rubber industry, the cost of this defense measure would be compensated by hastening the establishment of a new and permanent basic industry in the United States, putting an ever decreasing limit on the price of natural rubber, reducing the outflow of foreign exchange in a post-war world in which we may need every bargaining point we have, and permanently assuring our military requirements of this indispensable product.

We believe, and have acted and invested on the belief, that the synthetic rubber industry is in the long run economically sound, regardless of governmental assistance. We believe that within the next two years it may reach a total volume for all varieties of synthetic rubber of something like 35,000 tons per annum, which will probably be sold at prices in the range of about 35 to 75 ¢ per pound. This rubber will all be consumed in specialty markets, including a certain amount of premium-priced tire and tube products. From this point on, the industry ought to grow slowly, and in the natural order of events it may be five to ten years before it becomes a really important element in the national supply picture. We believe, and have indicated to the Senate Military Affairs Committee, before whom we were asked to testify on this question, that a sound governmental policy would be to accelerate this rate of growth by two measures (1) an immediate program of defense construction intended primarily to protect against an immediate shortage and to disseminate knowledge

(Page 4 of original, cont'd)

and perfect processes; and (2) a commercial incentive policy in the way of protection of the domestic product, either by the simple expedient of a tariff, or by some more scientific and positive method such as an import licensing plan which would enforce the consumption, at internally competitive prices, of an increasing percentage of synthetic or other domestic products.

Very truly yours,

FRANK A. HOWARD

FWA:MF

For: A. C. Minton
W. B. Hopkins
K. W. Fisher

Dear Mr. Minton: Mr. Farish has seen all of this but the last paragraph, which I corrected in accordance with his suggestions.

F.A.H.

"A CERTIFIED TRUE COPY"

- 4a -
(ED)

case 6
after NI-10945
p.c. Bk. 43-26

DOCUMENT NO. NI-10 968
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

THIS AGREEMENT

DATED the 23rd day of October, 1931, between
I.G. FERROINDUSTRIE AKTIENGESELLSCHAFT, a corporation
organized and existing under the laws of the Republic of
Germany (hereinafter called I.G.), party of the first part,
and ALUMINUM COMPANY OF AMERICA, a corporation organized and
existing under the laws of the Commonwealth of Pennsylvania,
U.S.A. (hereinafter called Alcoa), party of the second part,

WITNESSETH that, in consideration of the mutual covenants herein contained and of the sum of ten (\$10.) Dollars by each of the parties hereto unto the other in hand paid, the receipt whereof by such other party is hereby acknowledged, the parties hereto have agreed and do hereby agree as follows:

FIRST. Then used in this agreement

(a) "Magnesium" means magnesium and its alloys as hereinafter defined.

(b) the term "alloys" means all alloys containing magnesium, with the exception of those alloys containing both aluminum and magnesium in which the aluminum content exceeds by weight the magnesium content;

(c) the term "magnesium field" means magnesium ores and/or chemical compounds from which magnesium is or will be commercially obtained, and the production, treatment and/or fabrication of magnesium, and the machinery, apparatus and processes used in such production, treatment and/or fabrication or in connection therewith;

(d) the phrase "to produce magnesium" means to reduce or melt magnesium from ores or chemical compounds by any machine, apparatus or process in any manner and includes the mining, processing, treating, refining, purifying and/or producing of raw and intermediate materials used therefor; the phrase "production of magnesium" shall be similarly construed;

(e) the phrase "to fabricate magnesium" means to further work, treat or manufacture magnesium by any machine, apparatus or process in any manner; the phrase "the fabrication of magnesium" shall be similarly construed;

(f) the term "allied company" means any corporation or organization more than fifty (50) per cent, of the voting shares of which are owned directly or indirectly, or the voting rights of which are controlled, by the party concerned whenever used herein the phrase "their allied companies" means the respective allied companies of the parties hereto and shall not be construed to mean only allied companies owned jointly by both parties;

(g) the terms "Letters patent" and "patent" include letters patent (including design patents), applications for letters patent, rights to obtain letters patent, license agreements and rights of every kind or nature in, to, under or relating to letters patent of all countries except where specifically otherwise hereinafter limited and all claims and demands for damages or profits accrued or to accrue on account of infringement of any such letters patent.

SECOND. It is the desire of the parties to this agreement to cause the greatest possible development of the magnesium field.

THIRD. I.G. and Alcoa shall forthwith cause to be

created, under the laws of the State of Delaware, a corporation to be named Magnesium Development Co., or some similar name (hereinafter called Alig), to which I.G. and Alcoa and their allied companies, respectively;

(c) shall convey, assign and/or transfer the entire right, title and interest of them, and each of them, in, to and under all patents of the United States of America now or hereafter owned or controlled by them, or any of them, relating solely or principally to the magnesium field, and shall also convey, assign and/or transfer the entire rights to make, use and vend in the United States of America and its dependencies under any and all inventions, designs and/or processes which are now owned or controlled by them or any of them and/or which may hereafter be owned, controlled, developed or acquired by them or any of them, relating solely or principally to the magnesium field but only upon the payment of the cost of acquisition if hereafter acquired; provided that the conveyance, assignment and/or transfer of any patent under this subsection shall be subject to an exclusive license (excluding also Alig), with the right to sublicense others thereunder, which shall be reserved to whichever of said parties (I.G. or Alcoa or their respective allied companies) shall have conveyed, assigned and/or transferred such patent, to make, use and vend under the same, for all purposes outside of the magnesium field, and said reserved, exclusive license and right to sublicense others shall be royalty free, shall run for the life of the patents in question.

shall be freely transferable; and provided further that, if subsequent to any conveyance, assignment and/or transfer under this subsection it is discovered that any patent obtained directly or indirectly by Alig as a result of any such conveyance, assignment and/or transfer by I.G. or any of their respective allied companies is of value outside the magnesium field, Alig shall thereupon immediately grant to whichever of said parties (I.G. or Alcoa or their respective allied companies) shall have theretofore made the conveyance, assignment and/or transfer as a result of which such patent was directly or indirectly obtained by Alig, an exclusive license (excluding also Alig), with the right to sublicense thereunder, to make, use and vend under the same for all purposes outside the magnesium field, and said exclusive license and right to sublicense others shall be royalty free, shall run for the life of the patent in question and shall be freely transferable; I.G.'s patents and applications for patents to be assigned as provided in this paragraph include the patents and applications for patents listed in Schedule A annexed hereto and Alcoa's patents and applications to be assigned as provided in this paragraph include the patents and applications for patents listed in Schedule B annexed hereto; it being understood that the omission from Schedules A and B of any patents, applications for patents or patent rights owned by I.G. and/or Alcoa and/or their allied companies and coming within the scope of this agreement shall not be excluded from the agreement to assign the same;

(3) shall grant an exclusive license for the United States of America and its dependencies (excluding also I.G.

process and/or the products made by any such method
and/or process and/or permanent or semi-permanent mold
provided, however, first, that if Alcoa and/or any of
its allied companies now own or shall hereafter acquire
any patents, transferable lic-

ences and/or inventions relating to articles made solely of magnesium, other than pistons or piston castings by a permanent mold or semi-permanent mold process relating solely to magnesium or to methods or processes or molds for making such articles solely of magnesium by a permanent mold or semi-permanent mold process, such patents, transferable licenses and/or inventions shall be assigned, granted, conveyed and/or transferred to Alig under this agreement and provided, second, that Alcoa and/or its allied companies shall grant Alig on request a non-exclusive license, for the magnesium field only, with the right to grant sub-licenses, under any and all such patents (other than those relating to pistons and/or piston castings and/or processes, methods and/or molds for making pistons or piston castings) which Alcoa and any of its allied companies is not required to assign, convey and/or transfer to Alig as provided in this sub-paragraph, on terms as favorable as set forth in any existing license thereunder. The scope of the field excluded is defined by patents listed in Schedule C attached hereto (which list sets forth the patents under which Alcoa has heretofore granted licenses) and/or any existing or future patents relating to the subject matter thereof. It is agreed that the above excluded field does not include patents relating to permanent molds in so far as they are used in pressure die casting. Nothing in this agreement shall be construed to obligate the parties hereunder and/or any of their respective allied companies to convey to Alig patents or

rights under any patents, inventions, designs and/or processes which do not relate solely or principally to the magnesium field, nor any rights outside of the United States of America and its dependencies to any patents, inventions, designs and/or processes (whether relating to the magnesium field or not) now or hereafter owned, controlled, developed or acquired by

I. G. or Alcoa, or any of their allied companies.

FOURTH. I. G. and Alcoa shall cause Alig to enter into such agreements and/or will cause its certificate of incorporation and/or its by-laws, as may be requisite, to contain such provisions as may be necessary, useful or convenient to carry out this agreement, including provisions to the following effect:

(a) Alig shall have an authorized capital of ten thousand (10,000) shares without nominal or par value, of which five thousand (5,000) shares hereinafter called I.G. shares) shall be issued to I.G. for the conveyance, assignment and/or transfer by I.G. to Alig of the rights, titles and interests mentioned in Paragraph Third hereof, and for the sum of fifty thousand dollars (\$ 50,000), which sum I.G. hereby agrees to pay immediately upon the organization of Alig, the certificates for such five thousand (5,000) shares to be marked "I.G. shares", or with some other mark of identification, and five thousand (5,000) shares (hereinafter called Alcoa shares) shall be issued to Alcoa for the conveyance, assignment and/or transfer by Alcoa to Alig of the rights, titles and interests mentioned in Paragraph Third hereof, and for the sum of fifty thousand dollars (\$ 50,000), which sum Alcoa hereby agrees to pay immediately upon the organization of Alig, the certificates for such five thousand (5,000) shares to be marked "Alcoa shares", or with some other mark of identification.

(b) Alig shall have six directors, three to be elected by the owners of the I.G. shares and three to be elected by the owners of the Alcoa shares. Four directors shall constitute a quorum. Vacancies in the Board of Directors shall be filled in such manner that all times there shall be in office three

Directors elected by the owners of the I.G. shares and three elected by the owners of the Alcoa shares. The President of Alig shall be a Director and shall be mentioned by the holders of I.G. shares and elected by a vote of a majority of all the directors of Alig.

(c) The vote of a majority of all the Directors shall be required (1) to authorize the acquisition of new patents or inventions (except such as shall be required to be conveyed, assigned and/or transferred to Alig by I.G. and Alcoa and/or their respective allied companies pursuant to this agreement or by licenses in accordance with the terms of any license granted), (2) to fix the compensation of any employee in an amount exceeding ten thousand dollars (\$10,000) per annum, (3) to appoint an executive committee, (4) to authorize the sale of, granting of licenses under or other exploitation of any rights outside of the United States of America and its dependencies which Alig may have under any patents and/or inventions, designs or processes (whether relating to the magnesium field or not), (5) to take any and all other action and do any and all other things not otherwise specifically provided for.

(d) Except upon the affirmative vote of two-thirds of the voting stock issued and outstanding, no sale of the entire business or assets nor any substantial part of the business or assets of Alig nor any amendment of its by-laws or certificate of incorporation (including provisions thereof inserted to carry out the provisions of this agreement) shall be made.

(e) Alig shall grant to I.G. and to Alcoa, respectively, without receiving any compensation or royalty therefor,

licenses to fabricate magnesium within the United States of America and its dependencies under any and all patents and/or licenses owned by Alig which licenses shall permit the licenses to grant sublicenses to any of its allied companies. Alig shall turn over to I.G. and Alcoa, without charge, but only for use in the United States of America and its dependencies, all the technique, designs, knowledge and advice necessary, convenient or useful for the construction of a magnesium fabricating plant or plants and/or the fabrication of magnesium which I.G. or Alcoa, or any of their respective allied companies, may have and/or which I.G. and Alcoa and their allied companies are obligated hereunder to turn over to Alig.

(f) In the event that subsequent to the formation of any Producing Company under the provisions of this agreement magnesium is produced and is sold in the United States of America or to persons or corporations for delivery in the United States of America at a price which not only is lower than that at which I.G. and/or Alcoa can at such time purchase magnesium from any such Producing Company, but also is lower than that at which I.G. and/or Alcoa can purchase magnesium made under processes substantially as now practiced in the United States of America, and if such condition continues for one year or longer and if I.G. and/or Alcoa shall regularly purchase at such lower price and fabricate such magnesium in commercial quantities, then and in such case the licenses for the fabrication of magnesium granted by Alig to I.G. or Alcoa (whichever shall have so purchased magnesium at such lower price) shall be so modified that I.G. and/or

Alcoa respectively shall pay thereunder to Alig a royalty which shall be equal in amount to the lowest royalty paid to Alig by any other licensee for the fabrication of magnesium, but in no case more than one-half cent ($1/2$ ¢) per pound of magnesium fabricated and sold under said licenses; provided that if the patents under which said licenses for the fabrication of magnesium shall have been granted to I.G. and/or Alcoa by Alig are being continuously infringed by others and Alig does not take reasonable steps to stop such infringement, and provided further that if any such patent or patents shall be declared invalid by a court of last resort, or by a court of inferior jurisdiction from which no appeal is taken within the time during which appeals may be taken, then and in any such case no royalty shall be payable by I.G. and/or Alcoa respectively to Alig on account of any magnesium fabricated and sold under any such infringed or invalid patent or patents, or licenses thereunder.

(g) In the event that the three directors elected by the owners of the I.G. shares, voting as a unit, or the three directors elected by the owners of the Alcoa shares, voting as a unit, shall so desire, a nonexclusive nontransferable license under patents for the fabrication of magnesium shall be granted to others than I.G. and Alcoa for such terms as may be deemed proper, provided, however, that such three directors shall have given ninety (90) days' previous notice in writing to the other three directors, and provided that every agreement for such licenses shall require the payment to Alig of a royalty of not less than one-half cent ($1/2$ ¢) per pound of magnesium fabricated;

but, except as hereinafter provided, no license shall be granted for the production of magnesium under any patents held by Alig without the affirmative vote of a majority of all the directors, and unless the agreement for such license provides for the payment to Alig of a royalty of not less than one cent (1¢) per pound of magnesium produced. At the request of the owners of the I.G. shares, Alig shall grant a license for the production and fabrication of magnesium in the United States of America under any patents and/or licenses owned by Alig to E.I. duPont de Nemours & Company, General Motors Corporation, Chrysler Corporation and Mack Motors Company and shall grant or authorize I.G. to grant the Ford Motor Company a similar license under Alig's patents and/or licenses to produce and fabricate magnesium in the United States of America, ^{the payment} provided, however, that any such license shall require to Alig of a royalty of not less than one cent (1¢) per pound of magnesium produced, and a further royalty of not less than one-half cent (1/2¢) per pound of magnesium fabricated, and provided further that in every such case where a license to produce and fabricate magnesium is granted to any of the above named companies (other than I.G., Alcoa and their allied companies), it shall be limited to the production and fabrication of magnesium for such companies' own use. The foregoing royalties may be changed, but only upon the consent of a majority of all the directors of Alig.

(h) All licenses granted by Alig other than to I.G. or Alcoa shall contain a provision that the licensee shall convey, assign and/or transfer to Alig all inventions and patents

in any manner relating to the magnesium field which may be developed or acquired at any time during the term of such license by such licensee but this provision may be changed or modified by the affirmative vote of a majority of all the directors of Alig.

(i) Alig shall take all reasonable and necessary steps to maintain and protect its patents; in the event that any three directors shall so desire, Alig shall take all reasonable and necessary steps to prosecute any infringement of any of its patents.

FIFTH. I.G., Alcon and their allied companies and Alig shall cooperate to the fullest extent possible in diligently prosecuting patent applications in the United States of America in connection with any inventions now or hereafter owned or controlled by them or any of them relating to the magnesium field. All inventions, techniques, experience and general knowledge in the magnesium field, whether patented or not, turned over by I.G. and/or Alcon to Alig and by it to I.G. or Alcon or any of their respective allied companies or any Producing Company formed hereunder are solely for use in the United States of America, and each of said companies shall use its best endeavors not to communicate the same, if thus received from Alig, to anyone for use outside the United States of America.

I.G. and Alcon agree that it, as a result of any undertaking, agreement or negotiations heretofore entered into by either of them, I.G. or Alcon or Alig has given or shall be required to give any license for the United States of America to any person or corporation for the production of magnesium, which license shall stipulate a royalty of less than one (1) cent per

pound of magnesium produced, or any similar license for the fabrication of magnesium where the royalty is less than one-half (1/2) cent per pound of magnesium fabricated, the party who has given such license, or whose undertaking, agreement or negotiations shall result in requiring the giving of such license, shall make payments to Alig in the amounts necessary so that Alig shall receive one (1) cent per pound of magnesium produced under such license and one-half (1/2) cent per pound for all magnesium fabricated under such license; I.G. further agrees to indemnify and save harmless Alcon and Alig from all loss, damages, costs and expenses growing out of any suits, actions, demands or claims of any kind or nature whatsoever brought by any person or corporation as a direct or indirect result of, or in any manner arising out of, any undertaking, agreement or negotiations heretofore made or entered into by I.G. relating to the production and/or fabrication of magnesium and/or the granting of any license or licenses in regard thereto, within the United States of America; Alcon agrees to indemnify and save harmless I.G. and Alig from all loss, damages, costs and expenses growing out of any suits, actions, demands or claims of any kind or nature whatsoever brought by any person or corporation as a direct or indirect result, of, or in any manner arising out of, any undertaking, agreement or negotiations heretofore made or entered into by Alcon, relating to the production and/or fabrication of magnesium and/or the granting of any license or licenses in regard thereto, within the United States of America; it being provided, however, that nothing herein contained shall be construed to require the payment of any amount by Alcon to Alig, or the indemnifying of I.G. and/or Alig

by Alcoa on account of any undertaking, agreement or negotiations heretofore entered into by Alcoa relating in any way to any patents, licenses, inventions and/or rights of any kind under any patents, licenses and/or inventions which are excluded from the patents, licenses, inventions or rights required to be conveyed by Alcoa to Alig under Paragraph Third hereof. The term "I.G." and the term "Alcoa" as used in this subparagraph shall be construed to include the allied companies of each of them, and the obligations of the parties hereunder shall likewise become the obligations of each of their allied companies.

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Vertrages
I.H. Alcoa
w/American
Magn. Corp.
(NO. 1492)

SIXTH. (Alig shall pay to I.G., as an additional consideration for the conveyance, assignment and/or transfer by I.G. to Alig of the rights, titles and interests mentioned in Paragraph Third hereof, the sum of one million dollars (\$1,000,000) upon the following terms and conditions: If, as and when Alig shall have accumulated in excess surplus, as hereinafter defined, in the amount of two hundred fifty thousand dollars (\$250,000), the sum of two hundred fifty thousand dollars (\$250,000) shall thereupon become due and owing to I.G. and shall be paid to I.G. either in cash or in six (6) per cent. three year notes, the terms of which shall be subject to the approval of a majority of the Board of Directors of Alig; thereafter, from time to time, whenever Alig shall have accumulated an excess surplus, as hereinafter defined, in the amount of two hundred fifty thousand dollars (\$250,000), the further sum of two hundred fifty thousand dollars (\$250,000) shall become due and owing to I.G. and shall be paid to I.G. in cash or notes, as aforesaid, until said sum of one million dollars (\$1,000,000) shall thus have been paid to I.G. "Excess surplus"

means the remainder after deducting from the earned surplus (including undivided profits) of Alig an amount equal to six (6) per cent. per annum on any and all cash capital contributions made to Alig, any such accumulated sum of six (6) per cent. per annum on any and all cash capital contributions to Alig any at any time be declared and paid as dividends, subject to the direction of the Board of Directors of Alig. In case any one of the installments of two hundred fifty thousand dollars (250,000) shall remain unpaid (1) at the time the company is dissolved or (2) if after twenty years either party gives notice of the termination of this agreement, then in such case if the company has accumulated an excess surplus amounting to less than two hundred fifty thousand dollars (250,000) such excess surplus shall be paid to I.G. before any distribution of the assets of Alig is made among the stockholders of Alig.

SEVENTH. If Alig shall be dissolved, or become bankrupt, or shall become insolvent, or make an assignment for the benefit of creditors, or a receiver is appointed by any court for the benefit of Alig's creditors, then in any such case all patents directly or indirectly obtained by it as a result of any conveyance, assignment and/or transfer by I.G. and/or Alcon, or any of their allied companies shall be reconveyed, reassigned and/or retransferred to whichever of them shall have made the conveyance, assignment or transfer as a result of which Alig shall have obtained such patent or patents, without consideration, and any licenses which shall have been granted to Alig by I.G. and/or Alcon, or any of their allied companies, shall terminate, except to the extent hereinafter provided. In any such event, upon the

reconveyance, reassignment and/or retransfer of any such patent by Alig to I.G., Alcoa, or any of their allied companies and/or the termination of any such license, any license or sublicense which shall have been granted by Alig to others than I.G., Alcoa and/or any of their allied companies shall not be thereupon terminated but shall continue in effect, and in such case all royalties thereafter payable on account of such licenses or sublicenses shall be payable to whichever of said parties (I.G. or Alcoa, or their allied companies) shall have made the original conveyance, assignment and/or transfer or grant of license to Alig under which said license or sublicense shall have been previously granted thereunder cover both patents (and/or licenses) originally conveyed, assigned, transferred and/or granted by I.G. and/or its allied companies in the patents (and/or licenses) originally conveyed, assigned, transferred or granted by Alcoa and/or its allied companies, then in such case the royalty shall be divided equally between I.G. and Alcoa.

All conveyances, assignments and/or transfers of patents and licenses made by I.G. and/or Alcoa, or any of their allied companies, shall contain such provisions as may be necessary or useful to carry out the foregoing provision. No patents or inventions shall be sold or assigned by Alig, except in the event of bankruptcy or dissolution, or in case of a receiver being appointed for the benefit of Alig's creditors, or in case of an assignment made for the benefit of Alig's creditors, or unless the consent of a majority of Alig's directors be given hereto.

EIGHTH. Neither party shall sell, pledge, hypothecate or transfer in any manner any of its voting stock in Alig without the consent of the holders of a majority of the remaining voting stock, except that I.G. may sell to American I.G. Chemical Corporation of New York, or to Internationale Gesellschaft fuer Chemische Unternehmungen A.-G. of Basel, Switzerland or to any allied company, and except that Alcoa may sell to any allied company; but neither I.G. nor Alcoa shall be relieved of any obligations hereunder on account of any such sale and any such purchase must in addition in each case assume all obligations and be subject to all the limitations of the seller under this agreement, including the obligation not to sell, pledge, hypothecate or transfer in any manner any of the voting stock in Alig without the consent of the holders of a majority of all the remaining voting stock of Alig. (handwritten:) Zusatz S. Supplemental Agreement (hinter angeheftet).

NINTH. At any time after twenty years from the date hereof, *) either party hereto may give written notice by registered mail addressed to the other of its desire to terminate its rights and obligations under this agreement with respect to Alig, and such notice shall operate as an option for the period of six (6) months to the party notified to purchase the stock of Alig then or originally held by the party giving such notice at the fair value as of the date of such notice, which fair value shall, if not agreed upon by the parties, be determined by arbitration in accordance with the terms of Paragraph Twenty-first hereof. If the stock is thus purchased all of said rights and obligat-

*) (handwr.): 23./15.51

ions with respect to any of the party giving such notice shall thereupon cease and determine. In the event that the party receiving such notice does not exercise such option within said six months' period and/or does not

purchase and pay for such stock within sixty days after the fair value of the same has been determined either through agreement of the parties or by arbitration, then in any such case all shall be forthwith dissolved and, except as provided in Paragraph Seventh hereof, the net assets shall be distributed among the stockholders.

TENTH. If and when either I.G. or Alcoa shall desire to organize a corporation (hereinafter called Producing Company) for the production of magnesium in the United States of America and its dependencies, it shall give notice in writing by registered mail to the other of its intention so to do, which notice shall outline the principal features of the corporation proposed to be formed, including the proposed state of incorporation, capital structure and initial contemplated production capacity, which shall not be more than 4,000 tons per annum. The party receiving such notice shall, within a period of one hundred and twenty (120) days of the receipt thereof, notify the other party in writing by registered mail of its willingness or unwillingness to participate.

ELEVENTH. In the event that such Producing Company is thus organized by I.G. and Alcoa jointly, I.G. and Alcoa shall cause the Producing Company to enter into such agreements, or shall cause its certificate of incorporation and/or its by-laws, as may be requisite, to contain such provisions as may be necessary, useful or convenient to carry out this agreement, including provisions to the following effect: (a) The initial capital of the Producing Company shall be paid in by I.G. and Alcoa in equal amounts and I.G. and Alcoa shall receive therefor securities equal in amount and char-

acter, except as herein provided. One-Half of the voting shares of such Producing Company (hereinafter called I.G. Producing Preference Shares) shall be issued to I.G., the certificates therefor to be marked "I.G. Producing Preference Shares", or with some other mark of identification, and one-half of the voting shares (hereinafter called Alcon Producing Preference Shares) shall be issued to Alcon, the certificates therefor to be marked "Alcon Producing Preference Shares", or with some other mark of identification. Such Producing Preference Shares shall be entitled to cumulative dividends at the rate of six (6) per cent. per annum (payable at the rate of one and one-half (1-1/2) per cent. on the first days of January, April, July and October in each year) before any dividends are paid on any other stock of the company, and in addition thereto shall share further equally per share in dividends with any other stock which may be issued by such Producing Company, and such Producing Preference Shares shall also be entitled to a preference before any distribution is made on account of any other stock on the dissolution of such Producing Company to the extent of the consideration paid for such shares as shown on the books of the company, and in addition thereto shall share further equally per share in the distribution of assets with any other stock which may have been issued by such Producing Company. In the event that three directors elected by the holders of I.G. Producing Preference Shares, voting as a unit, shall so desire, the holders of the I.G. Producing Preference Shares shall have the right of contributing additional capital to such Producing Company, and in the event

that three directors elected by the Alcoa Producing Preference Shares, voting as a unit, shall so desire, the holders of the Alcoa Producing Preference Shares shall have the right of contributing additional capital to such

Producing Company. Any additional capital, over and above the initial capital, paid in by either party shall not change the proportion of the voting preference stock held by the respective holders thereof, but shall, to the extent of any excess additional capital contributed by one party above that contributed by the other, be paid in for six (6) per cent. interest bearing nonforfeitable, nonvoting, cumulative debentures of the Producing Company valued at par, the term of which shall not be less than twenty (20) years and terms of the indenture covering which shall be subject to the approval of the Board of Directors of such Producing Company. In addition, there shall be given to the party receiving such debentures a number of shares of common stock which shall be determined by dividing the total principal sum of the debentures issued on account of such additional capital contributed by the average consideration shown on the books of the company as having been paid for each share of voting preference stock. Such common stock shall under no circumstances have any voting power and shall not be entitled to receive any dividends unless and until all cumulative dividends have been paid on the voting preference stock, but thereafter on any dividend paying rate, after one and one-half (1-1/2) per cent. shall have been declared and paid on such preference stock. Each share of common stock shall receive dividends equal in amount to any further dividends over and above such one and one-half (1-1/2) per cent. dividend paid on each share of such voting preference stock.

(b) The Producing Company shall have six directors, three to be elected by the owners of the I.G. Producing Shares and three to be elected by the owners of the Alcoa Producing Shares. Four directors shall constitute a quorum. Vacancies in the

Board of Directors shall be filled in such manner that all times there shall be in office three directors elected by the owners of the I.G. Producing Shares and three elected by the owners of the Alcoa Shares. The President of the Producing Company shall be a director and shall be nominated by the holders of the Alcoa Producing Shares and elected by a vote of a majority of all the directors of the Producing Company.

(c) The vote of a majority of all the Directors shall be required (1) to fix the compensation of any employee in an amount exceeding ten thousand dollars (\$ 10,000) per annum, (2) to appoint an executive committee, (3) to take any and all other actions and do any and all other things not otherwise specifically provided for.

(d) Except upon the affirmative vote of two-thirds of the voting preferred stock issued and outstanding, no sale of the entire business or assets nor any substantial part of the business or assets of the Producing Company nor any amendment of its by-laws or certificate of incorporation (including provisions thereof inserted to carry out the provisions of this agreement) shall be made. Any of the foregoing provisions of this agreement with respect to the formation of the Producing Company may be changed or waived by the unanimous consent of the Directors of Alia.

TWELFTH. In the event that either party shall give the notice in writing provided for in Paragraph Tenth hereof and the party so notified shall not, within one hundred and twenty (120) days of the receipt thereof, notify the other party in writing of its willingness to participate, or shall within such period notify the

other party of its unwillingness to participate, the initiating party may thereupon organize a Producing Company with the same initial capital structure and in accordance with the terms of such notice, at any time thereafter the other party may, without notice, organize another Producing Company with an initial production capacity not greater than the production capacity set forth in the notice of the initiating party and shall give notice of the organization of such company within thirty days thereafter to the initiating party, and such Producing Company shall at all times thereafter be entitled to increase its production capacity up to that of the other Producing Company, without giving any right of participation in the other party, provided that when the production capacity of such second Producing Company shall have reached the production capacity of the other Producing Company, then the right of participation by each party in the production company of the other shall be as hereinafter provided in paragraph Fifteenth hereof.

THIRTEENTH. Alio shall grant licenses and sublicenses to make, use and vend in the United States of America and its dependencies under all of Alio's patents and licenses relating to the production of magnesium to every Producing Company organized under the provisions of this agreement, whether by I. G. or by Alio case. To pay to Alio a royalty of one cent (1¢) per pound of magnesium produced and sold, unless such Producing Company shall have produced a stock of magnesium which it has not sold to the extent of one-half of its annual production capacity, and, in such case, so long as such stock shall be greater than one-half

of the annual production capacity, the said royalty of one cent (1¢) per pound shall be paid by such Producing Company on all magnesium produced, provided, however, that any such royalty may at any time be changed by the consent of a majority of all the directors of Alcoa.

FOURTEENTH. As long as magnesium is produced by any such Producing Company under a license or licenses granted under Paragraph Thirteenth hereof, the holders of the I.G. shares in Alcoa except as provided in paragraph Twelfth hereof shall have the right to limit the increases in production capacity of every such Producing Company after the initial contemplated production capacity shall have been reached. The initial contemplated production capacity shall in no case be more than four thousand (4,000) tons per annum.

FIFTEENTH. In the event that any Producing Company shall have been organized by I.G. or Alcoa without the participation of the other, and such Producing Company shall desire and have the right to increase its production capacity then, except as provided in paragraph Twelfth hereof, the nonparticipating party may become a participating party at the time of any such increase in production capacity by paying to the other party, after having been given full access to and opportunity for examination and audit of the books and records of such Producing Company, an amount in cash equal to one-half of the sum or sums previously paid by such other party to the Producing Company, whether as a capital contribution or as a loan, and paying to the Producing Company an amount of the additional capital required to effect such increase in production capacity equal to that paid

by the other party, and shall thereupon receive in return therefor one-half of the voting capital stock of such Producing Company and one-half of any other capital stock, bonds, debentures or other evidences of indebtedness or claims against the Producing Company which may be issued by it or accrue against it or shall have been issued by it or accrued against it on account of such capital sums paid in by such other party. Thereupon all the provisions of this agreement shall become applicable to such Producing Company as if it had originally been organized by I.G. and Alcor jointly. The nonparticipating party shall be given ninety (90) days notice in writing by registered mail of any proposed increase in production capacity, which notice shall specify the time at which such increase is to be made and the date on which payment therefor shall be required, (which time and date shall be later than and 90 days after the date of the sending of said notice) within which time it shall notify the other party in writing by registered mail whether it intends to participate at the time of the increase. If the nonparticipating party does not within said period of ninety (90) days signify its desire to become a participating party and or make payment as required in said notice then the party giving such notice shall be entitled to proceed to effect such increase without participation of the other party. The terms of the foregoing paragraph shall apply to any Producing Company formed either by I.G. or Alcor, separately, and, if, each forms a Producing Company, then to each of said Producing Companies.

SIXTEENTH. The production activities of any Producing Company or Companies organized in Accordance with the provisions of this agreement shall be located in and carried on exclusively in the United States of America and its dependencies, but

nothing herein contained shall prevent any such Producing Company upon mining or requiring any area, rawing other materials used or useful in the production of manganosium or acquiring and coming mines or other means of producing such materials outside of the United States of America and its dependencies.

SEVENTEENTH. All: shall turn over without charge, but only for use in the United States of America and its dependencies, to each Producing Company created in accordance with the provisions of this agreement, all the technique, designs, knowledge, and advice necessary, convenient or useful for the construction of a manganosium production plant or plants and/or the production of manganosium which All: may have and/or which I.G. and Alcoa and their allied Companies are obligated hereunder to turn over to All:.

EIGHTEENTH. Neither party shall sell, pledge, hypothecate or transfer in any manner any of its voting in any Producing Company in which the other party is a participant, without the consent of the holders of the majority of all the remaining voting stock, except that I.G. may sell to American I.G. Chemical Corporation of New York to Internationale Gesellschaft fuer Chemische Unternehmen A.-G. of Basel, Switzerland or to any allied company, and except that Alcoa may sell to any allied company but neither I.G. nor Alcoa shall be relieved of any obligation hereunder on account of any such sale and such purchaser must in addition in each case assume all obligations and be subject to all the limitations of the seller under this agreement, including the obligations not to sell, pledge, hypothecate to

transfer in any manner any of the voting stock in such Producing Company without the consent of the holders of a majority of all other voting stock of such Producing Company.

Neither party shall sell, lease, hypothecate or transfer to any manner any of its stock in any Producing Company organized by one party without the participation of the other and

in which the other party has not thereafter participated, except:

(1) with the consent of such non-participating party, or

(2) if such consent cannot be obtained, and said non-participating party has failed or refused to purchase the same under the following conditions. The party desiring to sell, pledge, hypothecate or transfer in any manner its stock shall give the other party a six (6) month's option to purchase such stock at the fair value as of the date of such notice, which fair value shall be determined either by agreement of the parties or by arbitration in accordance with the terms of Paragraph Twenty-first hereof. In the event that the party to which said option is given does not exercise the same and/or does not purchase and pay for such stock within sixty days after the fair value thereof has been determined as herein provided, the party which has given such option shall thereafter at any time have the right and privilege of freely selling, pledging, hypothecating or transferring its stock in any manner as it shall see fit.

FIFTEENTH. Pending and until the beginning of operations by a Producing Company organized as herein provided, but in no event after December 31, 1934, if the price which Alcoa has to pay for magnesium to any producer of magnesium in the United States of America shall be in excess of thirty-eight cents (38¢) per pound, then and in such case I.G. shall furnish to Alcoa anhydrous magnesium chloride at a price which will enable Alcoa to produce therefrom magnesium to an amount not to exceed five hundred thousand (500,000) pounds per annum, at a cost not to exceed thirty-eight cents (38¢) per pound, in such quantities as Alcoa shall require, and I.G. will thereupon, without expense to Alcoa, also

furnish and/or will cooperate in causing Alig to furnish to Alcoa during said times the patent rights and technique necessary to convert such anhydrous magnesium chloride into magnesium.

TWENTIETH. In the event that a Producing Company is not formed under this agreement within a period of twenty years from the date hereof, all rights and obligations of the parties under paragraphs Tenth to Nineteenth hereof, both inclusive, shall thereupon cease and determine. After the expiration of ten years from the date hereof, if no Producing Company is formed, either party hereto may give written notice by registered mail to the other of its intention to terminate its rights and obligations under paragraphs Tenth to Nineteenth hereunder, and after the expiration of one year from the giving of such written notice unless the notice is withdrawn during said period, its rights and obligations under said Paragraphs Tenth to Nineteenth hereof, both inclusive, shall cease and determine. In any case of such termination under the foregoing terms of this paragraph, Alig shall grant to I.G. a non-exclusive license, with the right to sublicense others, to make, use and vend under all patents relating to the production of magnesium directly or indirectly obtained by Alig as the result of any conveyance, assignment and/or transfer to it by I.G. or any of its allied companies, and Alig shall also grant to Alcoa a nonexclusive license, with the right to sublicense other, to make, use and vend under all patents relating to the production of magnesium directly or indirectly obtained by Alig as a result of any conveyance, assignment and/or transfer to it by Alcoa or any of its allied companies, and said nonexclusive licenses shall be royalty free, shall run for the life of the patents covered there-

by, and shall be freely transferable.

TWENTY-FIRST. All disputes and differences arising out of this agreement shall be settled and finally determined in the City of New York by arbitration in the following manner: Either party may by written notice mailed by registered mail to the other appoint an arbitrator. Thereupon within ten days after receipt of such notice the other may by written notice mailed by registered mail to the former appoint another arbitrator, and in default of such second appointment the arbitrator first appointed shall be the sole arbitrator. When the two arbitrators have been so appointed, they shall if possible agree upon a third arbitrator, but, if after ten days the two arbitrators cannot agree upon the appointment of a third arbitrator, then either party hereto or both may in writing request the then President of the Chamber of Commerce of the State of New York to appoint a third arbitrator. When it has been determined that arbitration is to be before a sole arbitrator or three arbitrators as herein provided, the arbitrator or arbitrators shall meet and shall give opportunity to each party hereto to present such testimony and make such argument as it may desire, after which the said arbitrator or arbitrators shall make their award and the award of the sole arbitrator or of the majority of the three arbitrators shall be binding upon the parties hereto and any and all of their allied companies and judgment may be entered thereon against the party or any of its allied companies in any court having jurisdiction. Such award shall include the fixing of the expense of the arbitration and assessment of the same against either or both parties.

Any notice mailed by registered mail to I.G. at the following address: c/o Chesmyce Inc., 521 Fifth Avenue, New York,

N. Y., or to Alcoa at the following address: 2400 Oliver Building, Pittsburgh, Pennsylvania, shall be effective notice under this agreement, unless either I.G. or Alcoa shall notify the other of a change of its address which shall be in the United States, whereupon any notice mailed as aforesaid to the new address shall be sufficient notice under this agreement.

TWENTY-SECOND. This agreement shall be construed according to the laws of the State of New York or the United States of America.

TWENTY-THIRD. This agreement shall inure to the benefit of and shall bind the parties hereto and their respective successors and assigns and allied companies.

TWENTY-FOURTH. All certificates of stock of Alig and of any joint or separate Producing Company shall have endorsed thereon a reference to this agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives and officers the day and year first above written.
Executed in duplicate.

I. G. FARMINDUSTRIE AKTIEGESELLSCHAFT

Mrs. Weber-Andropo. Mrs. G. Pistor.

ALUMINUM COMPANY OF AMERICA

Attest:

By Ray A. Grant (?)

G.R. Gebaur (?)

Init.
J.W.
K.Sto.

SCHEDULE "A"

U.S.P.

1,376,113	4/26/21	Method of Producing Ferro-Silicon-Magnesium alloy.	Pistor et al.
1,427,444	8/29/22	Process for Producing Magnesium Carbonate.	Carl Cramer.
1,463,609	7/31/23	Casting Oxidizable Metals.	Beck, Gers - Bach & Weber.
1,477,922	12/18/23	Treating Magnesium and Alloys Comprising the Same.	Tollner & Thomas.
1,480,869	1/15/24	Coloring Magnesium and Magnesium alloys.	Thomas.
1,480,870	1/15/24	Method for rolling Magnesium Alloys.	Felix Thomas.
1,498,833	6/24/24	Process for the Production of Magnesium Chloride.	Henrik Bull.
1,524,470	1/27/25	Process for recovering light Metals from Scrap.	A. Beidelstein.
1,540,867	6/9/25	Method of treating Molten Magnesium.	Schreiber & Beck.
1,576,080	3/9/26	Method of recovering light Metals from Scrap & the like	Adolf Beck.
1,584,072	5/11/26	Casting Metals.	Adolf Beck.
1,592,160	7/13/26	Method of Producing Magnesium Silicon Alloy.	Walther Schmidt.
1,614,820	1/18/27	Making Casting Molds.	Adolf Beck.
1,650,531	11/22/27	Desiccation of Molten Metal Chlorides.	Hoschel & Siedler.
1,661,526	3/6/28	Process of refining light Metals such as Magnesium or Aluminium or their Alloys and recovering such Metals from Scrap.	Adolf Beck.
1,681,894	3/6/28	Manufacture of anhydrous Magnesium Chloride.	Griessbach & Rochre.

BREVETS

U.S.P.

1,702,301	2/15/29	Process of producing Metal Chlorides free from Water and Oxides	Jaeger & Suchy.
1,720,436	7/9/29	Process of refining Magnesium and its Alloys.	Gustav Pistor.
1,749,254	3/11/30	Manufacture of anhydrous Magnesium Chloride.	E. Steib
1,764,502	6/17/30	Method of carrying out Exothermic Reaction.	K. Steib.
1,763,770	12/2/30	Process of improving the Resistance to Corrosion of Articles of Magnesium and Magnesium Alloys.	Beck & Siebel.
1,786,165	1/5/31	Method of treating Molten Magnesium and its high Percentage Alloys	Beck et al.
1,789,675	1/20/31	Die Extrusion Method and Apparatus.	Albert Elias.
1,793,023	2/17/31	Magnesium Alloy for Pistons.	W. Schmidt.
1,797,805	3/24/31	Protecting Carbon Electrode.	Suchy et al.
1,802,265	4/21/31	Method of improving Magnesium Alloys.	Monking.
1,818,173	6/11/31	Apparatus for the Fusion Electrolysis of Metallic Chlorides.	Suchy et al.
1,823,489	9/15/31	Method of and Apparatus for Producing Profile Strips from Sheet Magnesium Alloys.	E. de Ridder

U.S.P. Applio

172,216	3/2/27	Process of transforming Oxides into anhydrous Molten Chlorides.	E. Staib.
200,499	6/21/37	Production of anhydrous Metal Chlorides.	E. Staib.
255, 093	2/17/38	Pressure-Die-Casting Appliance for Casting Magnesium and its Alloys.	E.F. Wagner

SCHEDULE "A"

U.S.P. Applic.

293,777	7/18/28	Metallic Sheets and Films for offset Printing.	H. Dibelka.
(App. Abandoned June, 1931)			
357,494	4/23/29	Process for Producing anhydrous nonvolatile Metal Chlorides.	Suchy et al.
393,644	9/19/29	Process of Casting Light Metals in Sand Molds.	Edw. Player.
394,119	9/20/29	Drawing Hollow Articles.	De Ridder et al.
394,120	9/20/29	Apparatus for Producing shaped Sections of uniform Thickness from Sheet Metal Stripes.	B. de Ridder
403,982	11/1/29	Process for Producing Magnesium Metal by Electrolysis.	Pieter et al.
414,240	12/14/29	Process of Producing Castings of Magnesium and high Grade Magnesium Alloys.	A.L. Mond.
415,997	12/27/29	Method of purifying Magnesium.	Schmidt et al.
429,450	2/18/30	Combining Metal Shapes.	Altwickor.
434,520	3/10/30	Process for improving the Mechanical Properties of Magnesium and its Alloys.	Schmidt et al.
442,691	4/6/30	Magnesium-Serium Alloys.	K. Kiege.
447,098	4/24/30	Process for improving Magnesium Alloys, especially in shaped Form.	Schmidt et al.
467,390	7/11/30	Improvements in the Production of Castings of Magnesium and Magnesium Alloys in permanent Molds.	A. Beck.
469,004	7/12/30	Process for improving the Resistance to Corrosion of Articles made of Magnesium Manganese Alloys.	Dothmann.

SCHEDULE "B"U.S.P.

1,253,291	3/5/13	Production of Magnesium	George O. Seward.
1,310,449	7/22/19	Electrodeposition of Magnesium.	George O. Seward.
1,310,450	7/22/19	Process of Electrodepositing Magnesium	George O. Seward.
1,320,514	11/4/19	Flash or Flare Product.	Leonard Waldo
1,331,598	2/24/20	Production and Utilization of Magnesium Chloride. (Also owns only exclusive license for United States)	George H. Bailey D.W.A. Foster
1,355,750	10/26/20	Apparatus for the Manufacture of Magnesium Powder.	David S. Nicol.
1,363,354	12/23/20	Process of Casting Freely-Oxidizable Metals.	Hermann E. Bekken.
1,373,336	3/31/21	Process of Reducing Magnesium Compounds.	Leonard Waldo.
1,408,141	2/26/22	Electrolytic Apparatus.	George O. Seward.
1,408,143	3/20/22	Electrolytic Apparatus.	George O. Seward.
1,533,692	4/14/24	Casting Freely Oxidizable Metals.	Harold E. Geborno.
1,533,911	4/16/25	Electrolytic Production of Magnesium	William G. Harvey.
1,544,710	7/7/25	Casting Magnesium.	Odin Wilhelmy.
1,555,956	10/6/25	Melting and Pouring Magnesium.	Hermann E. Bekken.
1,570,050	1/20/26	Extruding Magnesium.	Richard L. Touplin.
1,574,302	2/23/25	Protective Coating for Magnesium.	Lewis J. Keeler.
1,574,290	2/23/25	Protective Coating for Magnesium.	Lewis J. Keeler.
1,584,608	5/11/26	Magnesium-Aluminum Alloy.	Herman E. Bekken.
1,584,609	5/11/26	Process & Apparatus for Volatilizing Metal.	Herman E. Bekken.
1,592,302	7/13/25	Heat Treating Magnesium Alloy	Ray Jeffries & Robert A. Archer.

SCHEDULE "B"

U.S.P.

1,594,344	8/3/26	Production of Magnesium	Herman E. Bakken.
1,594,345	8/3/26	Production of Magnesium.	Herman E. Bakken.
1,594,346	8/3/26	Magnesium Product	Herman E. Bakken.
1,594,347	8/3/26	Working Magnesium.	Herman E. Bakken.
1,594,348	8/3/26	Sublimation Apparatus.	Herman E. Bakken.
1,557,593	1/31/28	Protecting Molten Magnesium.	Harold E. Osborn
1,689,630	10/30/28	Heat-Treating Magnesium Alloys.	Eay Jeffries & Robert A. Archer
1,710,398	4/23/29	Method of Purifying Light Metals.	Herman E. Bakken.
1,777,553	10/7/30	Method of Forming Magnesium Ingots for Working.	Theron D. Stey.
1,095,602	5/5/14	Purifying Electrolytes.	Frank V. Kuogelgin Fritz V. Bidder & George O. Seward.
1,555,970	10/5/25	Metal Stock.	Andrew M. Hunt.

U.S.P. Applo.

401,957	10/23/29	Casting Easily Oxidizable Metals.	Robert T. Wood.
401,958	10/23/29	Casting Easily Oxidizable Metals.	Robert T. Wood.
401,959	10/23/29	Casting Easily Oxidizable Metals.	Robert T. Wood.
401,960	10/23/29	Casting Easily Oxidizable Metals.	Robert T. Wood.
401,961	10/23/29	Casting Easily Oxidizable Metals.	Robert T. Wood.
401,962	10/23/29	Casting Easily Oxidizable Metals.	Robert T. Wood & Francis O. Frary..
504,430	12/23/30	Magnesium Base Alloys.	Robert T. Wood & Harold H. Block.

SCHEDULE "B"U.S.P. App'ls.

555,532	8/5/31	Magnesium Base Alloys.	Robert T. Wood & Harold E. Block.
504,428	12/23/30	Magnesium Base Alloys.	Robert T. Wood.
562,599	9/12/31	Magnesium Base Alloy.	Robert T. Wood.
504,429	12/23/30	Magnesium Base Alloy.	Robert T. Wood.
526,787	3/31/31	Magnesium-Tin-Zinc Alloys.	Robert T. Wood.
527,057	4/1/31	Treatment of Alloys.	Robert T. Wood.
538,523	5/19/31	Die Lubricant.	Robert T. Wood.
545,359	1/20/31	Casting Easily Oxidizable Metals.	Herman M. Jackson.
538,507	5/19/31	Magnesium Base Alloys.	Robert T. Wood.

SCHEDULE 'G'

List of patents relating to pistons and/or piston castings and/or processes and/or methods and/or molds for making pistons and piston castings, or relating to processes and/or methods and/or molds for making castings by any permanent or semi-permanent mold processes and/or the products made by any such method and/or process and/or permanent or semi-permanent mold under which Alcoa has heretofore (September 21, 1931) granted licenses.

U.S.P.

No	16,273	2/23/26	Piston for Engine Cylinders.	Roland H. Hordeshell.
1,092,870	4/14/14	Piston for Explosion Engines or Motors.	Edward O. Spillman, Louis P. Moore.	
1,153,902	9/21/15	Piston.	Gustave E. Franquist.	
1,229,540	6/12/17	Piston for Explosive Engines.	Edward O. Spillman.	
1,256,265	2/12/18	Piston.	Victor E. Schmiedeknecht.	
1,279,184	9/17/18	Piston.	Joasa C. Vincent.	
1,293,846	2/11/19	Piston.	Howard O. Marston.	
1,296,588	3/ 4/19	Metal-Mold.	Joseph H. Bamberg.	
1,296,589	3/ 4/19	Casting and Process of Making Same.	Joseph H. Bamberg.	
1,296,590	3/ 4/19	Metal-Mold.	Joseph H. Bamberg.	
1,296,591	3/ 4/19	Piston-Casting.	Joseph H. Bamberg.	
1,296,592	3/ 4/19	Piston-Casting.	Joseph H. Bamberg.	
1,296,593	3/ 4/19	Piston-Casting.	Joseph H. Bamberg.	
1,296,594	3/ 4/19	Mold.	Allen B. Norton.	
1,296,595	3/ 4/19	Process of Making Castings.	Allen B. Norton.	
1,296,596	3/ 4/19	Metal-Mold.	Frederic A. Parkhurst.	
1,296,597	3/ 4/19	Mold and Process of Casting.	Frederic A. Parkhurst.	
1,296,598	3/ 4/19	Metal-Mold.	Zey Jeffries.	

SCHEDULE "C"

Patents

U.S.P.

1,308,103	7/ 1/19	Mold and Method of Coating.	Frederic A. Parkhurst
1,308,156	7/ 1/19	Mold.	Olair J. Amick.
1,320,188	10/28 /19	Piston.	Robert B. Wesson.
1,327,147	1/ 6/20	Hydrocarbon-Motor.	Harold D. Church
1,329,820	2/ 3/20	Composite Piston.	Edmund S. Lallyno.
1,329,821	2/ 3/20	Piston for Internal-Combustion Motors.	Joseph H. Remborg.
1,329,822	2/ 3/20	Composite Piston for Internal Combustion Motors.	Frederic A. Parkhurst
1,329,823	2/ 3/20	Composite Piston for Internal Combustion Motors.	Frederic A. Parkhurst
1,347,481	7/20/20	Process of Making Coatings.	Zoy Jeffries.
1,347,819	7/27/20	Piston for Internal Combustion Motors.	Louis F. Moore.
1,352,271	9/ 7/20	Alloy.	Zoy Jeffries, William H. Gibson.
1,352,272	9/ 7/20	Alloy.	Zoy Jeffries, William H. Gibson.
1,352,322	9/ 7/20	Metallic Alloy and Method of Making Same.	Theron D. Stoy.
1,357,851	11/ 2/20	Composite Piston.	James E. Diamond.
1,370,553	3/ 8/21	Process of Making Pistons.	Frederic A. Parkhurst
1,371,320	3/15/21	Piston for Engine-Cylinders.	Charles A. Marion.
1,387,538	8/16/21	Engine-Piston.	Edward J. Gulick.
1,387,900	8/16/21	Alloy.	Alfred Paetz.
1,388,279	8/23/21	Piston for Engine-Cylinders.	Charles A. Marion.

1,394,534 10/25/21 Heat Treatment of
Aluminum Alloys.

Earl Blough.

1,398,690 11/29/21 Piston.

Stephen D. Hertog.

SCHEDULE "C"

U.S.P.

1,402,308	1/ 3/22	Piston for Internal Combustion Motors.	Louis P. Mooers.
1,402,309	1/ 3/22	Piston for Internal-Combustion Motors.	Louis P. Mooers.
1,403,560	1/17/22	Piston.	Montague S. Napier.
1,408,066	2/28/22	Internal-Combustion Engine Piston.	William O. Berry, Mae Berry.
1,410,461	3/21/22	Making Castings of Aluminum-Silicon Alloys.	Francis C. Frary, Junius D. Edwards, Harry V. Churchill.
1,420,903	6/27/22	Metal Mold.	Clair J. Amick.
1,426,198	8/15/22	Piston.	Edmund E. Allyn.
1,440,549	1/ 2/23	Piston.	Frederic A. Parkhurst
1,441,468	1/ 9/23	Composite Metal Structure for Internal-Combustion Engines and Method of Forming the Same.	Child H. Mills
1,449,085	3/20/23	Sectional Core.	Harold H. Brend.
1,449,097	3/20/23	Multiport Core.	Marius Guyot
1,453,254	4/24/23	Alloy and Process of Making the Same.	Allan B. Horton.
1,453,928	5/ 1/23	Aluminum-Silicon Alloy and Method of Making it.	Junius D. Edwards.
1,458,343	6/12/23	Metal Mold for Piston Castings.	Gustav R. Kolm.
1,463,247	7/31/23	Metal Mold.	Harold H. Brend.
1,472,738	10/30/23	Aluminum-Base Alloy and Method of Treating it.	Robert S. Archer, Zey Joffries.
1,472,739	10/30/23	Aluminum-Base Alloy.	Robert S. Archer, Zey Joffries.

1,472,740	10/30/23	Aluminum-Base Alloy.	Robert S. Archer; Eay Jeffries;
1,473,233	11/ 6/23	Piston for Engine Cylinders.	Roland M. Howdeshell.
1,458,078	2/26/24	Piston.	Harry J. Hater.

SCHEDULE "C"

U.S.P.

1,490,482	4/15/24	Mold for Annular Castings.	William J. Reardon.
1,494,483	5/20/24	Piston.	James M. Howe.
1,495,478	5/27/24	Mold.	William L. Gibson.
1,499,073	6/24/24	Piston.	Laurence H. Pembroy.
1,505,470	8/19/24	Mold Lock.	Gustav R. Kolm.
1,308,556	9/16/24	Making Castings of Aluminum Alloys.	Zey Jeffries, Robert S. Archer.
1,525,316	2/ 3/25	Piston.	Montague S. Napier.
1,525,893	2/10/25	Metal Mold.-	John L. Schnorbrich
1,538,584	5/19/25	Mold.	Robert J. Owen, Harry D. Rindaborg.
1,549,486	8/11/25	Internal-Combustion Engines.	Elbert J. Hall.
1,551,233	8/25/25	Piston for Internal-Combustion Engines.	William G. Berry, May Berry.
1,553,628	9/15/25	Metal Mold.	Allen B. Norton.
1,563,025	11/24/25	Piston.	Harry J. Heter.
1,563,194	11/24/25	Piston.	Frank Jordano.
1,566,420	12/22/25	Mold Composition.	Alfred Paetz.
1,570,893	1/26/26	Method of Making Aluminum-Silicon Alloy Castings.	Douglas P. Hobbs.
1,572,382	2/ 9/26	Metallic Alloy.	Ernest Raymond Crosby.
1,572,459	2/ 9/26	Making Castings of Aluminum-Silicon Alloys.	Robert S. Archer, Junius D. Edwards.
1,572,487	2/ 9/26	Aluminum-Copper Alloy.	Zey Jeffries, Robert S. Archer.
1,572,488	2/ 9/26	Aluminum-Silicon Alloy	Zey Jeffries, Robert S. Archer.

1,572,489	2/ 9/26	Aluminum Alloy;	Roderick L. Johnston Robert S. Archer Zay Jeffries;
1,572,490	2/ 9/26	Aluminum Alloy.	Roderick L. Johnston, Robert S. Archer Zay Jeffries.

SCHEDULE "C"

U.S.P.

1,572,502	2/ 9/26	Aluminum Alloy.	Aladar Paetz.
1,572,503	2/ 9/26	Composition of Matter.	Aladar Paetz.
1,575,498	3/ 2/26	Multipart Core.	Allen B. Norton.
1,580,491	4/13/26	Piston.	Frank Jardina, Ferdinand, Jähle.
1,595,058	8/ 3/26	Alloy.	Aladar Paetz.
1,595,218	6/10/26	Aluminum-Silicon Alloy	Aladar Paetz.
1,595,219	8/10/26	Alloy.	Aladar Paetz.
1,596,020	8/17/26	Aluminum Alloy	Aladar Paetz.
1,633,187	6/21/27	Hollow Metal Article and Method of Producing the Same.	Allen B. Norton.
1,638,846	8/16/27	Multipart Core.	Marius Guyot.
1,638,898	8/16/27	Piston.	George D. Felty.
1,640,843	8/30/27	Mold for Casting Metals.	Charles E. Hagill.
1,648,194	11/ 8/27	Mold.	Harry D. Randsberg.
1,655,968	1/10/28	Piston.	Howard E. Maynard.
1,656,482	1/17/28	Piston.	Harry J. Huter.
1,659,837	2/21/28	Method of and Means for Making Castings.	Daniel J. Ryan.
1,659,881	2/21/28	Piston.	Gustav R. Kolm.
1,663,150	3/20/28	Aluminum-Base Alloy.	Robert S. Archer.
1,675,043	6/26/28	Metal Mold.	Allen B. Norton.
1,675,174	6/26/28	Piston.	Stephen D. Hartog.
1,679,860	8/ 7/28	Mold for Casting Metals.	Marius Guyot.

1,679,861	8/ 7/28	Mold for Casting Metals.	Marius Guyot.
1,679,864	8/ 7/28	Metal Casting Mold.	George Kohl.
1,679,869	8/ 7/28	Metal Mold.	Allen B. Norton Marius Guyot.
1,679,870	8/ 7/28	Method of and Mold for Making Castings.	Allen B. Norton Marius Guyot.

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U.S.P.

SCHEDULE "C"

1,684,715	9/18/28	Mold.	Daniel J. Ryan.
1,688,300	10/16/28	Process of Making Hollow Articles.	George D. Welty.
1,689,595	10/30/28	Metal Mold and Method of Casting.	Allen B. Norton.
1,695,239	12/11/28	Method of Preventing Warping of Castings in Cooling.	Allen B. Norton.
1,695,417	12/18/28	Piston.	James E. Diamond.
1,696,690	12/23/28	Mold.	Harry D. Rindberg.
1,699,631	1/22/29	Engine Piston.	Harold J. Ness.
1,699,622	1/22/29	Engine Piston.	Harold J. Ness.
1,699,921	1/32/29	Core-Drilling Process.	Harry D. Rindberg.
1,703,075	2/19/29	Mold.	Marius Gayot.
1,703,082	2/19/29	Mold.	Allen B. Norton.
1,704,018	3/5/29	Mold.	Harry D. Rindberg.
1,713,093	5/14/29	Heat Treatment of Aluminum Castings.	Randolph J. Roshirt.
1,717,326	6/11/29	Method of and Means for Making Reinforced Cores of Molds.	Daniel J. Ryan.
1,727,343	9/10/29	Mold and Core.	Marius Gayot.
1,727,647	9/10/29	Piston.	Frank Jardine.
1,729,643	10/1/29	Mold for Casting Metals.	Marius Gayot.
1,730,120	10/1/29	Piston.	Frank Jardine.
1,730,885	10/8/29	Piston.	Stephen D. Hartog.
1,732,361	10/22/29	Piston.	Stephen Dr. Hartog.
1,732,557	10/22/29	Piston and Method of Making the Same.	Zay Jeffries Robert S. Archer.
1,732,573	10/22/29	Piston and Process of Making Same.	George D. Welty.
1,741,843	12/31/29	Piston.	Frank Jardine.

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SCHEDULE "C"

U.S.P.

1,758,444	5/13/30	Piston.	Ferdinand Jehle Frank Jardine.
1,861,140	5/3/30	Piston.	William C. McCoy.
1,761,141	5/3/30	Piston.	William C. McCoy.
1,761,142	5/3/30	Piston.	William C. McCoy.
1,763,523	5/10/30	Piston.	Frank Jardine.
1,764,871	5/17/30	Piston.	Harry J. Sater.
1,764,839	5/17/30	Weld.	Harold A. Redmond.
1,768,608	7/1/30	Piston.	Frank J. Kent.
1,768,815	7/1/30	Piston.	Melbourne A. Beckmann.
1,768,816	7/1/30	Piston.	Melbourne A. Beckmann.
1,769,635	7/1/30	Piston.	Harry J. Sater.
1,784,291	12/9/30	Piston.	Frank Jardine.
1,794,767	3/3/31	Piston.	Stephen D. Hartog.
1,802,160	4/21/31	Piston.	William C. McCoy.
1,812,696	5/30/31	Piston.	Stephen D. Hartog.
1,815,733	7/31/31	Piston.	Edward J. Gulick.
1,818,307	8/11/31	Piston.	Martin E. Covert.
1,819,998	8/18/31	Piston.	Frank Jardine.

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SUPPLEMENTAL AGREEMENT

MADE and entered into between I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, a corporation organized and existing under the laws of the Republic of Germany (hereinafter called I.G.), party of the first part, and ALUMINUM COMPANY OF AMERICA, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, U.S.A. (hereinafter called Alcoa), party of the second part, and executed 23rd October 1931, simultaneously with and supplementing the Agreement (hereinafter called the Principal Agreement) bearing even date herewith between I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT and ALUMINUM COMPANY OF AMERICA.

WITNESSETH that in consideration of the execution of the Principal Agreement and the mutual promises hereinafter contained, the parties hereto have agreed and do hereby agree as follows:

(1) Nothing in the aforesaid Principal Agreement contained shall be construed to impose any liability upon Alcoa, and/or any of its allied companies, on account of the failure to transfer to Alig any rights under the two certain agreements entered into between the American Magnesium Corporation and the Dow Chemical Company bearing dates of July 29, 1927, and March 4, 1927, respectively. It is understood and agreed, however, that Alcoa will cooperate with I.G. in endeavoring to cause a valid transfer of the rights under said

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agreements to be made to Alig.

(2) It is further agreed by the parties hereto that the provisions of Paragraph Fifth of said Principal Agreement shall not be construed to impose on Alcoa, and/or any of its allied companies, any obligation or undertaking which Alcoa, and/or any of its allied companies, has, or may hereafter have, or on account of any license which Alcoa, and/or any of its allied companies, has heretofore granted, or may hereafter grant, under said Agreements with the Dow Chemical Company.

(3) It is further agreed by the parties hereto that the last clause in Paragraph Third (a) of said Principal Agreement which reads as follows:

".... it being understood that the omission from Schedules A and B of any patents, applications for patents or patent rights owned by I.G. and/or Alcoa and/or their allied companies and coming within the scope of this agreement shall not be excluded from the agreement to assign the same;"

shall be eliminated and in lieu thereof the following shall be substituted:

".... it being understood that the omission from Schedules A and B of any patents, applications for patents or patent rights owned by I.G. and/or Alcoa and/or their allied companies and coming within the scope of this agreement shall not cause them to be excluded from the agreement to assign the same;"

(4) It is further agreed by the parties hereto that the Twenty-second Paragraph of said Principal Agreement

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shall be eliminated therefrom and in lieu thereof the following shall be substituted:

SEVENTY-SECOND. This agreement shall be construed and interpreted according to the law of the State of New York of the United States of America and the validity and effect of, and all rights and obligations of the parties under, this agreement shall be determined according to the law of said State."

(5) It is further agreed by the parties hereto that there shall be inserted in said Principal Agreement at the end of Paragraph Eighth thereof the following:

"If either party shall desire to sell, pledge, hypothecate or transfer in any manner any of its voting stock in Alig to others than any of the companies hereinbefore in Paragraph Eighth mentioned, and shall so notify the other party, and the other party shall refuse to give its consent to such sale, pledge, hypothecation or transfer, if the party still desires to sell, pledge, hypothecate or transfer its stock it shall give the other party a six months' option to purchase such stock at the fair value as of the date of such notice, which fair value shall be determined either by agreement of the parties or by arbitration in accordance with the terms of Paragraph Twenty-first hereof. In the event that the party to which said option is given does not exercise the same and does not purchase and pay for such stock within sixty days after the fair value thereof has been determined as herein provided, the party which has given such option shall thereafter at any time have the right and privilege of freely selling, pledging, hypothecating or transferring its stock in any manner as it shall see fit, but neither I.G. nor Alcon shall be relieved of any obligations under this agreement on account of any such sale, pledge, hypothecation or transfer, and anyone to whom such stock is thus sold, pledged, hypothecated or transferred must, in addition, in each case

assume all obligations and be subject to all the limitations under this agreement of the party so selling, pledging, hypothecating or transferring its stock, including the obligations not to sell, pledge, hypothecate or transfer in any manner any of the voting stock in Alig without the consent of the holders of a majority of all the remaining voting stock in Alig and/or without giving a similar six month's option upon the same terms as hereinbefore provided, if such consent cannot be obtained."

(6) It is further agreed by the parties hereto that the Eighteenth Paragraph of said Principal Agreement shall be eliminated therefrom and in lieu thereof the following shall be substituted:

"EIGHTEENTH. Neither party shall sell, pledge, hypothecate or transfer in any manner any of its voting stock in any Producing Company in which the other party is a participant, without the consent of the holders of the majority of all the remaining voting stock, except that I.G. may sell to American I.G. Chemical Corporation of New York or to Internationale Gesellschaft fuer Chemische Unternehmungen A.-G. of Basel, Switzerland or to any allied company, and except that Alcoa may sell to any allied company; but neither I.G. nor Alcoa shall be relieved of any obligations hereunder on account of any such sale and such purchaser must, in addition, in each case assume all obligations and be subject to all the limitations of the seller under this agreement, including the obligation not to sell, pledge, hypothecate or transfer in any manner any of the voting stock in such Producing Company without the consent of the holders of a majority of all other voting stock of such Producing Company. If either party shall desire to sell, pledge, hypothecate or transfer in any manner any of its voting stock in any such Producing Company to others than any of the companies hereinbefore in this sub-paragraph mentioned and the other party shall refuse to give its consent to any such sale, pledge, hypothecation or transfer, if the party still desires to sell, pledge,

hypothecate or transfer its voting stock it shall give the other party a six months' option to purchase such stock at the fair value as of the date of such notice, which fair value shall be determined either by agreement of the parties or by arbitration in accordance with the terms of Paragraph Twenty-first hereof. In the event that the party to which said option is given does not exercise this same and does not purchase and pay for such stock within sixty days after the fair value thereof has been determined as herein provided, the party which has given such option shall thereafter at any time have the right and privilege of freely selling, pledging, hypothecating or transferring its stock in any manner as it shall see fit, but neither I.G. nor Alcoa shall be relieved of any obligations under this agreement on account of any such sale, pledge, hypothecation or transfer and anyone to whom such stock is thus sold, pledged, hypothecated or transferred must, in addition, in each case assume all obligations and be subject to all the limitations under this agreement of the party so selling, pledging, hypothecating or transferring its voting stock, including the obligation not to sell, pledge, hypothecate or transfer in any manner any of the voting stock in such Producing Company without the consent of the holders of a majority of all the remaining voting stock in such Producing Company and/or without giving a similar six months' option upon the same terms as hereinbefore provided, if such consent cannot be obtained.

Neither party shall sell, pledge, hypothecate or transfer in any manner any of its voting stock in any Producing Company organized by one party without the participation of the other party and in which the other party has not thereafter participated without the consent of the non-participating party except that I.G. may sell to American I.G. Chemical Corporation of New York or to Internationale Gesellschaft fuer Chemische Unternehmungen A.-G. of Basel, Switzerland or to any allied company, and except that Alcoa may sell to any allied company; but neither I.G. nor Alcoa shall be relieved of any obligations hereunder on account of any such sale and such purchaser must, in addition, in

each case assume all obligations and be subject to all the limitations of the seller under this agreement, including the obligation not to sell, pledge, hypothecate or transfer in any manner any of the voting stock in such Producing Company without the consent of the non-participating party. If either party shall desire to sell, pledge, hypothecate or transfer in any manner any of its voting stock in any such Producing Company to others than any of the companies hereinbefore in this sub-paragraph mentioned and the other party shall refuse to give its consent to any such sale, pledge, hypothecation or transfer, if the party still desires to sell, pledge, hypothecate or transfer its voting stock it shall give the other party a six months' option to purchase such stock at the fair value as of the date of such notice, which fair value shall be determined either by agreement of the parties or by arbitration in accordance with the terms of Paragraph Twenty-first hereof. In the event that the party to which said option is given does not exercise the same and does not purchase and pay for such stock within sixty days after the fair value thereof has been determined as herein provided, the party which has given such option shall thereafter at any time have the right and privilege of freely selling, pledging, hypothecating or transferring its stock in any manner as it shall see fit, but neither I.G. nor Alcon shall be relieved of any obligations under this agreement on account of any such sale, pledge, hypothecation or transfer and anyone to whom such stock is thus sold, pledged, hypothecated or transferred must, in addition, in each case assume all obligations and be subject to all the limitations under this agreement of the party so selling, pledging, hypothecating or transferring its voting stock, including the obligation not to sell, pledge, hypothecate or transfer in any manner any of the voting stock in such Producing Company without the consent of the non-participating party and/or without giving a similar six month's option upon the same terms as hereinbefore provided if such consent cannot be obtained."

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives-

tives and officers the day and year first above written.

Executed in duplicate.

I.G. FARSENINDUSTRIE AKTIENGESELLSCHAFT

By Gez. Weber-Andreano G. Pistor

Attest:

ALUMINUM COMPANY OF AMERICA

signed: G.R. Gebbaur By Roy A. Hannat
President

DOCUMENT NO. NI-10968 cont(d.)

Page 50 illegible.

" A CERTIFIED TRUE COPY "

- 50 -

END

A g r e e m e n t

Dated the eighth (8.) day of February, 1933 between
Aluminum of America, a corporation organized and existing
under the laws of the Commonwealth of Pennsylvania USA
(herein after called ALCOA) and the I.G. Farbenindustrie
Aktiengesellschaft, a corporation organized and existing
under the laws of the Republic of Germany (herein after
called I.G.).

Witnesseth that, in consideration of the existing
agreement between I.G. and ALCOA dated October 23, 1931
(herein after called ALIG AGREEMENT) and of the mutual
agreement herein after contained and of the sum of 10 (ten)
Dollars by each of the parties hereto unto the other in
hand paid, the receipt thereof by such other party is here-
by acknowledged, the parties hereto have agreed and do
hereby agree as follows:

Then used in this agreement:

- (a) "Magnesium" means magnesium and its alloys as herein
after defined;
- (b) The term "alloys" means all alloys containing mag-
nesium, with the exception of those alloys contain-
ing both aluminum and magnesium in which the alumi-
num content exceeds by weight the magnesium content;
- (c) the phrase "to produce magnesium" means to reduce or
extract magnesium from ores or chemical compounds by
any machine, apparatus or process in any manner and
includes the mining, processing, treating, refining,
purifying and/or producing of raw and intermediate
materials used therefor; the phrase "production of
magnesium" shall be similarly construed;
- (d) the phrase "to fabricate magnesium" means to further
work, treat or manufacture magnesium by any machine,
apparatus or process in any manner; the phrase "the
fabrication of magnesium" shall be similarly construed;

A g r e e m e n t

Dated the eighth (8.) day of February, 1933 between
Aluminium of America, a corporation organized and existing
under the laws of the Commonwealth of Pennsylvania USA
(herein after called ALCOA) and the I.G. Farbenindustrie
Aktiengesellschaft, a corporation organized and existing
under the laws of the Republic of Germany (herein after
called I.G.).

Witnesseth that, in consideration of the existing
agreement between I.G. and ALCOA dated October 23, 1931
(herein after called ALIG AGREEMENT) and of the mutual
agreement herein after contained and of the sum of 10 (ten)
Dollars by each of the parties hereto unto the other in
hand paid, the receipt whereof by such other party is here-
by acknowledged, the parties hereto have agreed and do
hereby agree as follows:

Term used in this agreement

- (a) "Magnesium" means magnesium and its alloys as herein
after defined;
- (b) the term "alloys" means all alloys containing mag-
nesium, with the exception of those alloys contain-
ing both aluminum and magnesium in which the alumi-
nium content exceeds by weight the magnesium content;
- (c) the phrase "to produce magnesium" means to reduce or
extract magnesium from ores or chemical compounds by
any machine, apparatus or process in any manner and
includes the mining, processing, treating, refining,
purifying and/or producing of raw and intermediate
materials used therefor; the phrase "production of
magnesium" shall be similarly construed;
- (d) the phrase "to fabricate magnesium" means to further
work, treat or manufacture magnesium by any machine,
apparatus or process in any manner; the phrase "the
fabrication of magnesium" shall be similarly construed;

- (c) the term "allied company" means any corporation or organization more than fifty (50) per cent of the voting shares of which are owned directly or indirectly, or the voting rights of which are controlled, by the party concerned.

FIRST. ALCOA agrees to transfer or cause to be transferred at their book value such properties and assets (including land about two (2) acres, at a price not over ten thousand (10,000) Dollars per acre, right of way and buildings as shown on Exhibit A attached hereto) to its 100 % owned subsidiary, American Magnesium Corporation, a corporation organized and existing under the laws of the State of New York (herein after called A.M.C.), to cause the charter of A.M.C. to be so amended and in general effect such a reorganization of A.M.C. as will result in A.M.C. having a balance-sheet as per Exhibit B, attached hereto, with only such changes, as will have resulted from A.M.C.'s normal business since September 30, 1932.

As soon as possible, but in no event later than July 1, 1933, ALCOA shall cause A.M.C. to offer and I.G. shall accept 50 % (fifty percent) of the seven thousand five hundred (7,500) shares (no par value) to be authorized as capital stock of A.M.C. for a sum which shall be one half of the net tangible assets and which was as of September 30, 1932 one hundred and twenty four thousand four hundred and forty five Dollars and one cent (\$124,445.01) which sum I.G. shall pay immediately upon receipt of the three thousand and seven hundred and fifty (3,750) shares of the capital stock of A.M.C.

I.G. and ALCOA agree that, at the time I.G. purchases and pays for the three thousand seven hundred and fifty (3,750) shares of capital stock of A.M.C., there shall be owing

by A.M.C. to ALCOA an additional sum of \$ 100,000.- the payment of which shall be dependant upon the net earnings of A.M.C. during five successive yearly periods commencing on the first day of the month immediately following the sale by A.M.C. of the three thousand seven hundred and fifty (3,750) shares of its capital stock to I.G. Not later than sixty days after the end of each such yearly period A.M.C. shall pay to ALCOA a sum equal to its net earnings for that period less \$ 25,000.- (twenty five thousand Dollars) provided, however, that in no event shall the total of such payments by A.M.C. to ALCOA exceed \$ 100,000.- (hundred thousand Dollars) and provided, further, that if for any such yearly period the net earnings of A.M.C. are less than \$ 25,000.- (twenty five thousand Dollars) then in such case the difference between the actual net earnings and \$ 25,000.- shall be deducted from the net earnings of the succeeding yearly period or periods in order to determine the amount then payable by A.M.C. to ALCOA.

In the event additional capital in A.M.C. is paid in by the parties hereto then in such case the sum of \$ 25,000.- (twenty five thousand Dollars) as mentioned above shall be increased by an amount or amounts equivalent to ten (10) percent of such additional capital.

SECOND. I.G. and ALCOA agree that paragraph sixth of the ALIG agreement shall be cancelled which reads as follows:

"SIXTH. Alig shall pay to I.G., as an additional consideration for the conveyance, assignment and/or transfer by I.G. to Alig of the rights, titles and interests mentioned in Paragraph Third hereof, the sum of one million dollars (\$ 1,000,000) upon the following terms and conditions: If, as and when Alig shall have accumulated an excess sur-

plus, as herein after defined, in the amount of two hundred fifty thousand dollars (\$ 250,000.-), the sum of two hundred fifty thousand dollars (\$ 250,000.-) shall thereupon become due and owing to I.G. and shall be paid to I.G. either in cash or in six (6) per cent, three year notes, the terms of which shall be subject to the approval of a majority of the Board of Directors of Alig; thereafter, from time to time, whenever Alig shall have accumulated an excess surplus, as herein after defined, in the amount of two hundred fifty thousand dollars (\$ 250,000.-); the further sum of two hundred fifty thousand dollars (\$ 250,000.-) shall become due and owing to I.G. and shall be paid to I.G. in cash or notes, as aforesaid, until said sum of one million dollars (\$ 1,000,000.-) shall thus have been paid to I.G. "Excess surplus" means the remainder after deduction from the earned surplus (including undivided profits) of Alig an amount equal to six (6) per cent, per annum on any and all cash capital contributions made to Alig. Any such accumulated sum of six (6) per cent, per annum on any and all cash capital contributions to Alig may at any time be declared and paid as dividends, subject to the direction of the Board of Directors of Alig. In case and one of the installments of two hundred fifty thousand dollars (\$ 250,000.-) shall remain unpaid (1) at the time the company is dissolved or (2) if after twenty years either party gives notice of the termination of this agreement, then in such case if the company has accumulated an excess surplus amounting to less than two hundred fifty thousand dollars (\$ 250,000) such excess surplus shall be paid to I.G. before any distribution of the assets of Alig is made among the stockholders of Alig."

THIRD. A.M.C. shall have six directors, three to be elected by the owners of the ALCOA-shares and three to be elected by the owners of the I.G.-shares. Four directors shall constitute a quorum. Vacancies in the Board of Directors shall be filled in such manner that at all times three shall be in office three directors elected by the owners of the ALCOA-shares and three elected by the owners of the I.G.-shares. The president of A.M.C. shall be a director and shall be nominated by the holders of ALCOA-shares and elected by a vote of majority of all the directors of A.M.C.

Except upon the affirmative vote of two ~~thirds~~ of the voting stock issued and outstanding, no sale of the entire business or assets ~~nor~~ any substantial part of the business or assets of A.M.C., nor any amendment of its by-laws or certificate of incorporation (including provisions thereof inserted to carry out the provisions of this agreement) shall be made.

FOURTH. Neither party shall sell, pledge, hypothecate or transfer in any manner any of its voting stock in A.M.C. without the consent of the holders of a majority of the remaining voting stock, except that I.G. may sell to AMERICAN I.G. CHEMICAL CORPORATION or NEW YORK or to INTERNATIONALE GESELLSCHAFT FUER CHEMISCHE UNTERNEHMUNGEN, Basel, Switzerland, or to any allied company and except that ALCOA may sell to any allied company; but neither I.G. nor ALCOA shall be relieved of any obligations hereunder on account of any such sale and any such purchaser must in addition in each case assume all obligations and be subject to all the limitations of the seller under this agreement, including the obligation not to sell, pledge and hypothecate or transfer in any manner any of the voting stock in A.M.C. without the consent of the holders of a majority of all the remaining voting stock of A.M.C.

FIFTH. At any time after eighteen (18) years from the date hereof, either party hereto may give written notice by registered mail addressed to the other of its desire to terminate its rights and obligations under this agreement, and such notice shall operate as an option for the period of

six (6) months to the party notified to purchase the stock of A.M.C., then or originally held by the party giving such notice, at the fair value on the date of such notice, which fair value shall, if not agreed upon by the parties, be determined by arbitration in accordance with the terms of paragraph thirteen hereof. If the stock is thus purchased all of the rights and obligations under this agreement of the party giving such notice shall thereupon cease and terminated. In the event that the party receiving such notice does not exercise such option within said six months period and/or does not purchase and pay for such stock within sixty (60) days after the fair value of the same has been determined either through agreement of the parties or by arbitration, then in any such case A.M.C. shall be forthwith dissolved and the net assets shall be distributed among the stockholders.

SIXTH. ALCOA and I.G. agree that Magnesium Development Corporation, a corporation organized and existing under the laws of Delaware (herein after called M.D.C.) shall grant a non exclusive and non transferable license to A.M.C. under all the patents now or hereafter owned, controlled, developed or acquired by M.D.C. and under all licenses owned by M.D.C. but only for use in the United States of America and its dependencies, provided however that a license-fee of one (1) cent per pound of magnesium produced by A.M.C. shall be paid to M.D.C. by A.M.C. under all of M.D.C.'s patents and licenses for the production of magnesium and provided further that M.D.C. shall grant a non exclusive and non transferable free license to A.M.C. to fabricate magnesium within the United

States of America and its dependencies under any and all patents and/or licenses for the fabrication of magnesium owned by M.D.C.

Furthermore, ALCOA and I.G. agree that M.D.C. shall turn over to A.M.C. without charge all its technique designs, knowledge and advice necessary, convenient or useful for the construction and operation of a magnesium producing and/or fabricating plant or plants for use within the United States of America and its dependencies.

SEVENTH. ALCOA and I.G. agree to cause A.M.C. immediately after receipt of I.G.'s payment for the 3.750 shares of A.M.C.'s capital stock to enter into an agreement with M.D.C. providing that A.M.C. as licensee of M.D.C. shall convey assign and/or transfer to M.D.C. all inventions and patents relating to magnesium which may be developed or acquired by A.M.C. at any time during the term of A.M.C.'s license from M.D.C.

EIGHTH. ALCOA agrees that it will buy all of its magnesium requirements from A.M.C. provided that the price of magnesium so bought is not in excess of the price at which ALCOA could at that time buy magnesium from others in the United States.

NINTH. ALCOA and I.G. agree that they will not start or undertake any fabrication of magnesium in the United States of America and its dependencies outside of A.M.C. except upon request of A.M.C.

TENTH. ALCOA agrees in so far as it can do so that it will if and when asked by A.M.C. provide all facilities

such as for example power, steam, compressed air, maintenance or any general plant facilities and so forth at not factory costs to ALCOA plus ten (10) percent. Furthermore, ALCOA agrees that it will perform for A.M.C. if and when called upon to do so by A.M.C. such fabrication operations for which ALCOA may have facilities at not factory costs to ALCOA plus ten (10) percent.

ELEVENTH. ALCOA and I.G. agree that if requested by A.M.C. they will undertake without undue delay all the requested research and laboratory work for A.M.C. at their general laboratory cost plus (10) percent and special engineering studies at cost plus ten (10) percent.

TWELFTH. ALCOA and I.G. agree that certain pending negotiations regarding a contract between A.M.C. and DOW CHEMICAL COMPANY (herein after called DOW) shall be continued and concluded provided that no obligations on the part of A.M.C. shall extend beyond a five (5) year period and that within this period A.M.C. shall not be obliged to purchase from DOW more than one million five hundred thousand pounds (1,500,000) of magnesium at a maximum price of twenty-four (24) cents per pound of magnesium with provision for lower prices as, if and when DOW sales increase.

These negotiations with DOW shall be carried out by ALCOA and I.G. acting together.

THIRTEENTH. All disputes and differences arising out of this agreement shall be settled and finally determined in the City of New York by arbitration in the following manner:

Either party may by written notice mailed by registered mail to the other appoint an arbitrator. Thereupon within ten (10) days after receipt of such notice the other may by written notice mailed by registered mail to the former appoint another arbitrator, and in default of such second appointment the arbitrator first appointed shall be the sole arbitrator. When the two arbitrators have been so appointed they shall if possible agree upon a third arbitrator, but, if after ten (10) days the two arbitrators cannot agree upon the appointment of a third arbitrator, then either party hereto or both may in writing request the then president of the Chamber of Commerce of the State of New York to appoint a third arbitrator. When it has been determined, that arbitration is to be before a sole arbitrator or three arbitrators as herein provided, the arbitrator or arbitrators shall meet and shall give opportunity to each party hereto to present such testimony and make such agreement as it may desire, after which the said arbitrator or arbitrators shall make their award and the award of the sole arbitrator or the majority of the three arbitrators shall be binding upon the parties hereto and any and all of their allied companies (as defined above) and judgment may be entered thereon against the party or any of its allied companies (as defined above) in any Court having jurisdiction. Such award shall include the fixing of the expense of the arbitration and assessment of the same against either or both parties.

Any notice mailed by registered mail to I.G. at the following address: c/o Chemnyco Inc., 521 Fifth Avenue,

New York, N.Y., or to ALCOA at the following address: Pittsburgh, Pennsylvania, shall be effective notice under this agreement, unless either I.G., or ALCOA shall notify the other of a change of its address which shall be in the United States, whereupon any notice mailed as aforesaid to the new address shall be sufficient notice under this agreement.

FOURTEENTH. This agreement shall be construed according to the laws of the State of New York or the United States of America.

FIFTEENTH. This Agreement shall inure to the benefit of and shall bind the parties hereto and their respective successors and assigns and allied companies.

SIXTEENTH. All certificates of stock of A.M.C. shall have indorsed thereon a reference to this agreement.

SEVENTEENTH. All provisions of this agreement are subject to revision by counsel for ALCOA and I.G. as to form and details. But nothing in this paragraph shall be so construed as to allow changes in substance and in principles.

In Witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives and officers the day and year first above written. Executed in duplicate.

ALUMINIUM COMPANY OF AMERICA

signed. I.W. Tilson, Vice-president

I.G. Farbenindustrie Aktiengesellschaft

signed. Dr. Fr. ter Meer G. Pistor

Attest:

Secretary:

Exhibit B.

PRO FORMA BALANCE SHEET AMERICAN MAGNESIUM CORPORATION
AS OF SEPTEMBER 30, 1932.

A S S E T S

Land		\$ 20,000.00
Building & Equipment		" 251,907.87
Prepaid Expenses		" 985.09
Current Assets:		
Inventories	\$ 56,425.59	
Bills & Accounts Receivable	19,477.58	
Cash	<u>15,769.12</u>	" <u>91,672.29</u>
		\$ 364,565.25

LIABILITIES

Capital Stock (Stated Capital)	\$ 100,000.00
Represented by	
7,500 shares (No Par) Authorized	
3,750 shares (No Par) Issued	
Accounts Payable to Aluminium Company of America	" 124,445.01
Current Liabilities	" 18,703.34
Reserve for Depreciation	" 96,971.89
Profit & Loss	" <u>24,445.01</u>
	\$ 364,565.25

Note: There will exist in addition to the liabilities shown above a contingent liability of \$ 100,000.00 payable to Aluminium Company of America in the event the earnings of American Magnesium Corporation exceed \$ 25,000.00 per year (see paragraph first of this agreement).

10/24/32

I.G. Ludwigshafen

An die Herren

Professor E. Solck

Frankfurt a.M.,

Direktor Dr. Brueggemann,

Leverkusen.

Ihre Zeichen	Ihre Nachricht vom	Unsere Zeichen	Tag
- -	- -	Jur.Abt. L/G.	6.III.1933.

Betreff: Zentralstelle fuer Vortraege.
 Leichtmetallverstaendigung mit der Aluminium Co.
 of America.

Sehr geehrte Herren !

Wir nehmen Bezug auf das Ihnen am 18.11.1931
 uebersandte Abkommen und behandeln Ihnen in der Anlage
 Abschrift eines Schreibens der Juristischen Abteilung
 Frankfurt a.M. vom 10.2.1933 sowie Abschrift der Verein-
 barung vom 8.2.1933.

Hochachtungsvoll

Anlagen.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

gez. Unterschriften
 (unlosorl.)

(handschr.)

Anlage an

Erna Kieferer

Widom

Durchschlag mit Anlagen an: Herrn Staatssekretaer z.D. Dr.v.
 Simson, Berlin

Einlage

474

(unl.Handzeichen)

A CERTIFIED TRUE COPY

- 12 -
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DOCUMENT NO. HI - 10963
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

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LICENSE AGREEMENT

Between

MAGNETIC ENTERPRISES CORPORATION

THE DOW CHEMICAL COMPANY

And

AMERICAN MAGNESIUM CORPORATION

(Page 2 of Original)

THIS AGREEMENT

ENTERED INTO THIS first day of January, 1934, between
MAGNESIUM DEVELOPMENT CORPORATION, a Delaware corporation (hereinafter
called "M.D.C."), first party; AMERICAN MAGNESIUM CORPORATION, a New
York corporation (hereinafter called "A.M.C."), second party; and THE
DOW CHEMICAL COMPANY, a Michigan corporation (hereinafter called "Dow"),
third party, WITNESSETH:

WHEREAS M.D.C. has represented to Dow that it is the owner of or
licensee (with the right to sublicense others) under all United States
letters patent relating to the magnesium field, heretofore owned by
Aluminum Company of America, I.G. Farbenindustrie Aktiengesellschaft
and A.M.C. and is entitled to the assignment of or license (with the
right to sublicense others) under all United States letters patent
relating to the magnesium field which Aluminum Company of America,
I.G. Farbenindustrie Aktiengesellschaft or A.M.C. may, during the period
of this agreement, own or be entitled to; and

WHEREAS A.M.C. is engaged in the manufacture and sale of magne-
sium in semi-finished and finished forms and is the owner of a non-
exclusive license under all the fabrication patents relating to the
fabrication of magnesium; and

WHEREAS DOW is engaged in the manufacture and sale of magnesium
and fabricated products thereof and is the owner of a large number
of patents relating to the fabrication of magnesium; and

WHEREAS it is the desire and intent of the parties hereto to pro-
mote and encourage, over the entire industrial field and else-
where, the use of magnesium; to develop fully the magnesium industry;

(Page 3 of Original)

to eliminate the difficulties in the magnesium industry arising by reason of conflict between the fabrication patents separately owned by the parties hereto; to eliminate and prevent present and future litigation caused by the conflict between such patents; and to insure to all consumers of magnesium the use of all the inventions covered by all such fabrication patents, at reasonable terms and free from the uncertainties of litigation.

NOW, WHEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual advantages to be hereby obtained and of the mutual agreements herein contained and of the sum of ten dollars (\$ 10) by each of the parties hereto unto the other in hand paid, the receipt whereof by each other party is hereby acknowledged, the parties hereto covenant and agree as follows:

FIRST. When used in this agreement

(a) "Magnesium" means magnesium and its alloys, as hereinafter defined.

(b) The term "alloys" means all alloys containing magnesium, with the exception of those alloys containing both aluminum and magnesium in which the aluminum content exceeds by weight the magnesium content.

(c) The terms "letters patent" and "patent" include United States letters patent, license agreements and rights of every kind or nature in, to or under or relating to letters patent of the United States of America, but shall not include any patents or patent rights of any nature issued by any government other than the United States of America or giving any rights in any country other than the United States of America.

(Page 4 of Original)

(d) "Fabrication patents" include all patents covering inventions relating to "magnesium fabrication" as that term is hereinafter defined.

(e) The term "magnesium field" means magnesium bearing ores and/or chemical compounds from which magnesium is or will be commercially obtained, and the production, treatment and/or fabrication or in connection therewith, and the articles, goods or products which are the result of such production, treatment and/or fabrication.

(f) The phrase "magnesium fabrication" excludes that portion of the magnesium field which relates to reducing or smelting magnesium from its ores or chemical compounds by any machine, apparatus, method or process in any manner, and the sintering, processing, treating, refining, purifying and/or producing of raw and intermediate materials used therefore, but the term includes all of the magnesium field which is not so excluded.

(g) "Person" or "persons" means and includes all persons, firms or corporations.

SECOND. Subject to the provisions of this agreement, M.D.C. hereby grants to Dow a non-exclusive, non-assignable license, including the right to sublicense others, in, to and under all fabrication patents owned by M.D.C. during the life of this agreement, or under which M.D.C. may have the right to grant such license.

Subject to the provisions of this agreement, Dow hereby grants to A.M.C. a non-exclusive, non-assignable license, including the right to sublicense others, in, to and under all fabrication

(Page 5 of Original)

patents owned by Dow, during the life of this agreement, or under which Dow may have the right to grant such license.

Each of the parties hereto shall have the right at any time and from time to time to institute suit at law and/or in equity and to prosecute the same in its own name and/or in the name of the respective licensor of the patents referred to in this Article Second against any infringer of any one or more of said patents, excepting in so far as any of the aforesaid patents relate to purposes outside the magnesium field, for injunction, damages or profits due or accrued and/or any and all further relief; provided, however, that no suit shall be brought by a party hereto not the owner of the patent under which said party desires suit to be brought unless before instituting such suit said party shall have first asked the respective licensor to bring suit and said licensor has refused. The party bringing such suit shall, in the absence of an agreement between the parties directing otherwise, do so at its own expense and shall retain all damages or money awards resulting therefrom. If any party hereto shall enter suit against any infringer of any fabrication patent the said party shall license said infringer until a final decree from which no appeal can be taken is had by the party bringing the suit.

Licenses granted by M.D.C. to Dow and/or by Dow to A.M.C. under the provisions of this Article Second in, to and under fabricating patents relating to other than metallic magnesium products shall be limited to the right to produce such product only for the licensee's own use and to the right to the use of such product by the licensee or any sublicensees.

(Page 6 of Original)

All licenses granted by M.D.C. to Dow and/or by Dow to A.M.C. under the provisions of this Article Second shall be for the life of this agreement only, and upon the date of termination of this agreement all licenses granted hereunder shall terminate; provided, however, that all sublicenses granted hereunder by any of the parties hereto shall not thereby terminate except as hereinafter provided.

THIRD. Under the licenses granted by M.D.C. to Dow and/or by Dow to A.M.C. according to the provisions of Article Second of this agreement, Dow or A.M.C., as the case may be, shall have the unrestricted right to sublicense others, subject only to the following provisions:

Nachtrag lt. Schr. von 11.5.39.

(a) Dow or A.M.C. will not issue a sublicense for a definite or indefinite time or term without demanding and collecting from the sublicensee a royalty of at least one and one-half cents (1-1/2¢) per pound on every pound of magnesium in connection with which the sublicensee practices or uses one or more of the licensed inventions; but, regardless of the number of licensed inventions used by said sublicensee in connection with any given pound of magnesium, the minimum royalty required by Dow or A.M.C. need not, by reason of this agreement, exceed one and one-half cents (1-1/2¢) per pound of magnesium used and/or sold by the sublicensee; provided that nothing in this agreement shall deprive Dow or A.M.C. of the right to issue royalty-free sublicenses to the extent, but only to the extent, of the magnesium sold and delivered by Dow or A.M.C.

(Page 7 of Original)

to the sublicensee, and provided that in all cases either Dow or A.M.C., as the case may be, shall make payment, of such other royalties as this agreement may otherwise require in Article Fourth hereof.

(b) Every sublicense issued by Dow or A.M.C. shall be in writing and, inter alia, shall state:

(1) The amount of royalty required of the sublicensee, and if no royalty is required, the sublicensee shall so state.

(2) A definite time and place for the payment of royalty by the sublicensee if a royalty is required.

(3) That the sublicensee admits the validity of the licensed patents, but only for the life of the sublicense.

(4) The official numbers of the licensed patents.

(5) A definite time of termination or a definite event upon the happening of which the sublicense is to terminate; but no sublicense issued by Dow or A.M.C. shall have a date of termination later than the earliest possible date upon which any party to this agreement may, except for default, cancel and/or terminate this agreement unless the sublicense is issued to the extent (and only to the extent) of magnesium actually sold and delivered to the sublicensee by Dow and/or A.M.C. prior to the termination or cancellation of this agreement, in which latter event the sublicense shall continue in force and effect until the sublicensee has

(Page 8 of Original)

used the magnesium so sold and delivered.

At the time of granting any sublicense, either Dow or A.M.C., as the case may be, shall notify the other and shall send a copy of the same to M.D.C. to be held by M.D.C. subject to the inspection thereof at any time by any party hereto.

If a party to this agreement has properly licensed or sublicensed any person under fabrication patents and is receiving directly from such person a royalty therefor, no other party to this agreement will knowingly license or sublicense, or knowingly attempt to license or sublicense, said person under any fabrication patent under which said person is already licensed.

FOURTH. (a) Dow will keep proper records of each pound of magnesium sold in any form by it which

(1) is produced by Dow from magnesium-bearing ores and/or chemical compounds;

(2) has been purchased as virgin magnesium and on which a royalty has not been paid to M.D.C. at the source;

(3) has been recovered, recycled or reclaimed from secondary or scrap metal, but only when said secondary or scrap metal is not the result of operations within Dow's plants;

and within thirty (30) days of the last day of each calendar quarter, Dow will furnish to M.D.C. a statement of the total number of pounds of such magnesium sold in any form by Dow in said calendar quarter; but this statement shall not include such quantities of magnesium as are defined by paragraph (c) of this article. At the time of

(Page 9 of Original)

furnishing M.D.C. with said statement, Dow will pay to M.D.C. a royalty of one cent (1¢) per pound for each pound of magnesium shown by such statement.

(b) A.M.C. will keep proper records of each pound of magnesium sold in any form by it which

(1) is produced by A.M.C. from magnesium-bearing ores and/or chemical compounds;

(2) has been purchased as virgin magnesium and on which a royalty has not been paid to M.D.C. at the source;

(3) has been recovered, recycled or reclaimed from secondary or scrap metal, but only when said secondary or scrap metal is not the result of operations within A.M.C.'s plants;

and within thirty (30) days of the last day of each calendar quarter, A.M.C. will furnish to Dow a statement of the total number of pounds of such magnesium sold in any form by A.M.C. during each calendar quarter; but this statement shall not include such quantities of magnesium as are defined by paragraph (c) of this article. At the time of furnishing Dow with said statement, A.M.C. will pay to Dow a royalty of one-half cent (1/2¢) per pound for each pound of magnesium shown by said statement.

(c) No royalty shall be payable under this agreement on any unalloyed magnesium ingot sold and delivered directly to any customer outside of the United States of America or on any magnesium which during its initial use loses its identity as magnesium, and whenever unalloyed magnesium ingot is sold and delivered directly to any customer outside of the United States of America and whenever

(Page 10 of Original)

→ magnesium is sold in any form by any party to this agreement and it is known with certainty that the magnesium so sold will lose in its initial use its identity as magnesium, then no statement of the number of pounds of magnesium so sold shall be made and no royalty on such magnesium shall be paid by any party hereto. In the event, however, that at the time that such magnesium is sold, a party is uncertain as to the initial use to which the magnesium is to be put, the provisions of this paragraph (c) shall not operate and royalty shall be paid on the magnesium in accordance with the other terms of this agreement, but if the party paying such royalty shall at a later date determine with certainty that the magnesium so sold lost in its initial use its identity as magnesium, said party shall notify the party to whom such royalty was paid of that fact and of the number or approximate number of pounds of magnesium which was sold and in its initial use lost its identity, and, in the event that the party to whom such royalty was paid is satisfied with the facts upon which such notification is based, said party shall be entitled to a credit for the royalty paid on such magnesium. The provisions of this paragraph (c) shall not operate in the case of and royalty shall be paid on magnesium sold for the production of powder or any similar product or sold as powder or any similar product except when such powder or such similar product is used in a chemical process having as its object the production of another soluble compound or material.

(d) Dow will also keep records of all royalties received by it by reason of sublicenses issued by Dow in accordance with this agreement, and of the number of pounds of magnesium on which

(Page 11 of Original)

said royalties were paid, and within thirty (30) days of the last day of each calendar quarter, Dow will furnish to M.D.C. a statement of the royalties received from each of Dow's sublicensees and of the number of pounds of magnesium on which such royalties were paid, and will pay to M.D.C., in addition to the amounts payable under Article Fourth (a) of this agreement, at the time said statement is furnished, two-thirds ($2/3$) of the amount of such royalties received.

(e) A.M.C. will also keep records of all royalties received by it by reason of sublicensees issued by A.M.C. in accordance with this agreement, and of the number of pounds of magnesium on which said royalties were paid, and within thirty (30) days of the last day of each calendar quarter, A.M.C. will furnish to Dow a statement of the royalties received from each of A.M.C.'s sublicensees and of the number of pounds of magnesium on which such royalties were paid, and will pay to Dow, in addition to the amounts due under Article Fourth (b) of this agreement, at the time said statement is furnished, one-third ($1/3$) of the amount of such royalties received.

(f) Each party to this agreement agrees that at the time of its annual audit, it will furnish to each other party a certified statement by a certified public accountant mutually satisfactory to the other parties, certifying as to all matters which touch this agreement, including royalties received, magnesium sold, and such other matters as may be deemed necessary by such accountant for a proper audit of any royalties or amounts due under this agreement, and for the purpose of determining the accuracy of any statement.

(Page 12 of Original)

furnished or agreed to be furnished in accordance with the terms of this agreement, any party agrees to give a certified public accountant nominated by any other party, access to its books and records at any time during regular business hours.

(g) In the event that this agreement terminates before the end of any herein-defined accounting period, all statements and royalties shall become due as of the date of termination of said agreement or as soon thereafter as may be reasonably allowed for a complete accounting.

FIFTH. M.D.C. will, upon the execution of this Agreement, petition the proper court or courts to dissolve without prejudice all pending actions at equity in which M.P.C. is plaintiff and Dow is defendant. M.D.C. will also release and relinquish Dow from any and all past claims for profits or damages on account of alleged infringement of any fabrication patent.

SIXTH. This agreement may be cancelled and terminated by any party hereto at the end of ten (10) years from the date first above written upon one (1) year's written notice to each of the other parties, and after the end of ten (10) years at any time upon one (1) year's written notice first given to the other parties.

In the event that any party shall default in the performance of this agreement, then all rights of the party defaulting hereunder shall immediately cease and determine; but such default shall not affect any and all sublicenses theretofore properly granted by any party under this agreement, but the same shall remain in full force and effect until the expiration provided for therein.

During the life of this agreement, and except in interference proceedings before the United States Patent Office, to the

(Page 13 of Original)

extent any party hereto is licensed hereunder, and to that extent only, said party will not contest the validity or scope of the fabrication patents owned by any other party hereto, and will not aid or abet others in so doing.

Whenever in this agreement notice is required or desirable, any notice will be considered sufficient which is mailed by registered mail to The Dow Chemical Company, at Midland, Michigan, or to American Magnesium Corporation, at 2200 Harvard Avenue, Cleveland, Ohio, or to Magnesium Development Corporation, at 1111 Academy Building, Newark, New Jersey, as the case may be.

This agreement shall be construed according to the laws of the State of New York of the United States of America.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives and officers the day and year first above written.

Executed in triplicate.

Attest:	MAGNESIUM DEVELOPMENT CORPORATION
sign. George A. Hender Secretary	By W. H. Dolberg sign.
Attest:	THE DOW CHEMICAL COMPANY
sign. Elliot Benedict Secretary	By Willard H. Dow sign. President
Attest:	AMERICAN MAGNESIUM CORPORATION
sign. Leslie W. Rogers Secretary	By sign. I. W. Wilson President.

"A CERTIFIED TRUE COPY"

+ 13 -
(END)

DOCUMENT NO. WI-11203
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Civil Action No. 15 - 31

In the District Court of the United States
for the Southern District of New York

United States of America, Plaintiff

v.

Aluminium Company of America, et al., Defendants

Complaint and Consent Decree

SAMUEL S. ISSEKS,

Special Assistant for the Attorney
General,

MONROS KARASIK,
Special Attorney.

THURGOOD ARNOLD
Assistant Attorney General.

COMPLAINT FILED APRIL, 15, 1942

DECREE ENTERED APRIL, 15, 1942

(Page 2 of original)

- a. To prevent any person other than Dow from producing magnesium and magnesium products.
- b. To limit the production and sale of magnesium products to the defendants and the defendants' sublicensees, and to eliminate competition among fabricators in the solicitation, obtaining and retention of customers.
- c. To control the price of magnesium and magnesium products and to prevent price competition.
- d. To pool competing patents relating to the production of magnesium and the fabrication of magnesium products in order to prevent any persons, other than defendants, from producing magnesium and the defendants and their sublicensees from fabricating magnesium products.
- e. To prevent competition between magnesium and other metals.
- f. To restrict, retard and discourage the commercial development and use of magnesium and magnesium products.

13. The aforesaid offenses have been, and are now being, effectuated by said defendants by diverse means and methods, including, among others, the following:

14. On or about March 1, 1927, defendants Dow and JIC entered into an agreement to cross-license certain patents relating to the fabrication of magnesium. Dow and JIC were each given the right to issue sublicenses under those patents on condition that the sublicensee use magnesium produced by either party.

15. At some time the period between March 4, 1927, and on or about August 31, 1927, defendants Dow, AMC, and Alcoa entered into an agreement whereby AMC agreed to purchase, and did purchase, all of its requirements of magnesium from Dow, and AMC agreed to stop producing magnesium. At all times thereafter defendant AMC obtained its requirements of magnesium from defendant Dow at prices more favorable than those prices quoted other purchasers from Dow. At all times thereafter defendant Alcoa obtained its requirements of magnesium from defendant AMC.

16. On or about October 23, 1931, defendant Alcoa entered into a contract (hereinafter referred to as the Alig agreement) with I.G. Farbenindustrie (hereinafter referred to as I.G. Farben), a corporation or association organized and existing under the laws of Germany. This contract, among other things, provided:

- a. The two companies would form a third company (subsequently organized as defendant MDC) to be equally owned and jointly controlled by them.
- b. Each company would assign to MDC its then owned and subsequently acquired United States patents relating to the production and fabrication of magnesium.
- c. MDC would grant royalty-free fabrication licenses under all fabrication patents to Alcoa and I.G. Farben.
- d. No licenses were to be granted for the production of magnesium under any patents

held by MDC without the affirmative vote of the majority of the directors of MDC.

- c. Neither of the companies would engage in the production of magnesium in the United States without offering the other party an equal participation.

17. Pursuant to the Alig agreement the defendant Alcon and I.G. Farben organized defendant MDC and transferred to it all of the United States patents owned by defendant Alcon and by I.G. Farben relating to the production and fabrication of magnesium.

18. On or about February 8, 1933, defendant Alcon entered into a contract with I.G. Farben, according to the terms of which I.G. Farben was given the right to subscribe to 50% of the stock of defendant AMG. The parties agreed that neither was thereafter to fabricate magnesium products in the United States independently of defendant AMG, thereby eliminating competition between themselves in the fabrication of magnesium products. In addition, the parties agreed to conclude certain pending negotiations with defendant Dow which had as their objective prevention of competition in the production of magnesium by the defendants Alcon and AMG and I.G. Farben, on the one hand, and defendant Dow on the other, and for the further purpose of controlling price competition in the sale of magnesium products.

19. On or about June 24, 1933, defendant AMG entered into a contract with defendant Dow providing for the

purchases by AMC of its magnesium requirements from Dow at lower prices than any other customer of Dow.

(Page 5 of original)

20. On or about January 1, 1934, Defendants Dow, AMC, and MDC entered into an agreement by the terms of which Defendants Dow and MDC cross-licensed each other under the patents then owned and subsequently to be acquired by each relative to the fabrication of aluminum with the right granted to each to sublicense others under such patents. These patents comprised the great bulk of patents relating to the fabrication of magnesium products in the United States and largely limited such fabrication.

21. Defendant AMC has never issued sublicenses for the fabrication of magnesium products. Defendant Dow has refused to issue sublicenses to persons known to fabricate magnesium products and has controlled a limited number of sublicenses to certain persons. Defendant Dow has compelled and required such prospective sublicensees, as a condition precedent to the issuance of a sublicense, to enter into a purchased contract with Defendant Dow for its requirements of magnesium.

22. Defendant Dow by various specific agreements with its sublicensees has sought to and at all times enforced, a policy of limiting and controlling sublicensees under its sublicense on the one hand and between its sublicensees and itself on the other hand.

23. On or about September 3, 1934, Defendant Dow

(Page 5 of original cont'd)

entered into an agreement with I.G. Farben whereby I.G. Farben agreed to purchase certain quantities of magnesium from defendant Dow and defendant Dow agreed that it would not otherwise export any magnesium to Europe except for a specified limited an-

(Page 6 of original)

ual quantity to a designated area. On or about the same terms this agreement could not be terminated by either party until January 1, 1938.

24. On or about November 23, 1933, defendant Dow entered into a contract for the purchase of magnesium from defendant Dow. This agreement, effective for a period of five years after the termination of the contract of June 21, 1933, hereinafter referred to, was similar to the agreement of June 21, 1933, in terms and effect.

25. As a result of many conferences and discussions between defendants Dow and I.G.C., said defendant Dow and I.G.C. have refrained from price competition in the sale of magnesium and magnesium products and in solicitation of each other's customers.

EFFECTS OF THE COMBINATION AND CONSPIRACY

26. The offense hereinbefore described has had the following results:

- a. The defendants have directly, substantially and unreasonably restrained interstate and foreign trade and commerce in the production and sale

of magnesium and in the fabrication and sale of magnesium products.

- b. Defendants have prevented and excluded others from the production, fabrication, sale and distribution of magnesium and magnesium products in the United States.
- c. The price of magnesium in the United States has been maintained at artificially, unreasonably high and uncompetitive levels.
- d. The commercial use of magnesium and magnesium products has been restricted, retarded, and discouraged.

" .. CERTIFIED TRUE COPY "

60 Pick Tynnel

DOCUMENT NO. MI - 10965
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

WALTER H. LUISBERG
PATENT ATTORNEY
521 FIFTH AVENUE
ROOMS 3101-17
NEW YORK

WERNER H. EUTZ
R. MILLARD JOSLIN

TELEPHONE
VANDERBILT 3-6715
CABLE ADDRESS: PATENTED

September 7, 1934.

Ministerialrat a.D. Dr. B. Buhl,
Frankfurt a/Main 20.

Dear Dr. Buhl:

Please find enclosed photostat copy of a letter from the Dow Chemical Company, dated September 5, 1934, confirming the arrangement made with Mr. Weber-Andreus, as referred to you already in the general memorandum of August 16th.

There is only a slight change in the wording, i.e. in paragraph IV: "for I.G.'s larger consumption". This wording is as it was originally desired by Mr. Weber-Andreus. I thought, however, that the sentence as given in my memorandum is clearer and means what we actually had in mind during our visit in Midland.

Please confirm by an official letter sent through my office that the I.G. agrees with the contents of Dow's letter.

With best regards, I remain

Very truly yours,

signed: W. Luisberg

Encl.

(page 2 of original)

September 22, 1934.

The Dow Chemical Company
Midland, Michigan U.S.A.

We received photostat copy of the letter, dated September 5 th 1934, you sent to Dr. Walter H. Duisberg, New York, in which you confirm the conversation and agreement, which took place during the recent visit of Mr. Weber-Andrease and Dr. Walter H. Duisberg at your plant in Midland regarding the sale of magnesium metal to our firm. We confirm herewith that we are in full agreement with the contents of this letter.

Yours faithfully

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT.
ges. Dr. Bahl ges. i.V. Schulze

(page 3 of original)

The Dow Chemical Company
Midland, Michigan, U.S.A.
September 5, 1943

Stamp
Trade
D o W
Mark

A.B.C.
17th or 54th Edition
Cable Address Dowchemco.

Branch Sales Offices
New York City
Saint Louis

In Reply Please Refer To

L.I. Dean
Stamp
Received
Sep. 7, 1943
Answered

Dr. Walter H. Daisberg,
521 5th Avenue, Room 3101-17,
New York City, N.Y.

Dear Dr. Daisberg:

We are writing this letter to confirm our conversation and agreement which took place during your recent visit at our plant in Midland regarding the sale of magnesium metal to the I.G. Farbenindustrie. We want to take this opportunity to tell you that we certainly enjoyed your visit here and that we believe these personal contacts are of great assistance towards a mutual understanding and cooperation between our respective Companies.

We believe that the essence of our agreement is best given by the memorandum which was typed at our plant at the time you were here, and for purposes of record and confirmation we are writing a copy of this memorandum into this letter, which is as follows:

I.

Dow agrees to sell to I.G. or to firm I.G. will designate in Europe, 350 tons of Magnesium at a price of 21-cents c.i.f. Hamburg. This delivery shall be at the approximate rate of

(page 3 of original cont'd)

100 tons in August, 100 tons in September and Dow will endeavor to supply 50 tons monthly for the balance of the year 1934.

II.

It is the intention of the I.G. to buy about 500 tons of Magnesium in 1935 in lots of approximately 50 tons monthly. . Dow will endeavor to deliver these amounts if and when ordered by I.G. at a price of 21-cents c.i.f. Hamburg; provided, however, that in case Dow's cost should be materially changed through inflation or through other acts outside of Dow's control, Dow

(page 4 of original)

Dr. Walter H. Duisberg

September 5, 1934

shall be entitled to raise its price accordingly. In such case, however, or in the case where conditions are changed for I.G. in such a way that it is unable to take those goods or take such goods at the price asked by Dow, I.G. shall have the right to cancel its orders.

III.

Orders for 1935 must be given by I.G. on thirty days' notice, i.e. - the order for January must be given not later than December 1, 1934.

IV.

Dow agrees to confine its sales in Europe solely to the I.G., with the exception that it reserves the right to sell the British Maxium or its successors not more than 300,000 pounds per annum at a price not lower than the price quoted to I.G. for the same quantities, plus an extra charge of not less than 4-cents per pound for I.G.'s larger consumption. Dow further promises to use its best endeavor to keep British Maxium or its successors from reselling Magnesium in ingot form and will try to limit its purchases to its own use in fabricating.

V.

In case of differences of opinion, both parties will inform Mr. W. H. Duisberg, New York City, who will take these matters up through proper channels with the two parties.

(page 4 of original cont'd)

VI.

This agreement is subject to cancellation by either party on or after first of January 1938.

VII.

Cancellation under the "Acts of God" clause shall apply to this contract.

This agreement is interpreted by us to mean that we believe we can supply the amounts of monies as specified and

(page 5 of original)

September 5, 1934

Dr. Walter H. Duisberg

that we will do our very best to meet deliveries but that there shall be no penalty in case that we do not have an available supply of magnesium to meet all of your demands for shipment. It affords us a real pleasure to be able to work with you on such a substantial tonnage of magnesium metal, and we will do everything possible that you may continue to regard us as a good source of supply for this material.

Thanking you again, we remain

Yours very truly,

The Dow Chemical Company
signature : illoribel
General Sales Manager

"A CERTIFIED TRUE COPY"

- 5 -
E V D

DOCUMENT NO. NI-10954

OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES.

stamp: handwritten:

O.K. N 13
H.W.D.

May 20, 1936

H. W. Dove

Mr. F. Lindsay Ryan,
c/o Oceanic Steam Ship Co.,
Passenger per S. S. Maraposa,
San Francisco, California.

Dear Sir:

This morning we received your air mail letter asking for information on the price of Dowmetal sheets for export, and we regret that we cannot offer any of our material for export purposes. We have already made arrangements covering that portion of our business.

We are sorry that this is the case, and we hope that sometime in the future we may be able to work with you.

Yours very truly,
THE DOW CHEMICAL COMPANY

Dowmetal Sales

ND

" A CERTIFIED TRUE COPY "

-1-

E N D.

DOCUMENT NO. NI-10953
OFFICE FO CHIEF OF COUNSEL
FOR WAR CRIMES.

<u>stamp:</u>	<u>handwritten</u>
O.K.	N 17
....	

March 19, 1936
(Dist. March 18)

L. B. Grant

Mr. Victor I. Ades,
7, Sinan Pasha Street,
Alexandria, Egypt.

Dear Sir:

Referring to your letter of February 20, we have been asked to reply to that portion which refers to magnesium powder; also DOWmetal and magnesium alloys.

We are sorry to advise that we are not in a position to furnish this material because of other sales arrangements and we, therefore, respectfully refer you to Magnesium Castings & Products, Ltd., 77/78, Buckingham Avenue, Trading Estate, Slough, Bucks, England, as they are in a position to furnish magnesium in all of its forms.

Yours very truly

THE DOW CHEMICAL COMPANY

LEG: A

handwritten:

DOW METAL SALES 1936

A - CARR

A A/ALLD

A G/L a

AIS

3222

" A CERTIFIED TRUE COPY "

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E N D.

DOCUMENT NO. NI-10952

OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES.

March 5, 1936

L. B. Grant

Iron Paving Ltd.,
Abbey Road,
Park Royal
London, E. W. 10, England.

Attention: Mr. Frank Small

Gentlemen:

We have your letter of February 21
regarding the coatings of magnesium alloys for
aircraft purposes.

We are selling in England exclusively
to Magnesium Castings and Products, Ltd. Slough,
Bucks. This company is a subsidiary of High Duty
Alloys Ltd, and we suggest that you get in touch
with either their Mr. W.C. Douveroux or their Colonel
L. M. Wilson, who can give you a complete picture on
the magnesium situation in England.

Yours very truly,

THE DOW CHEMICAL COMPANY

Downmetal Sales Manager

LBG'A

DOW METAL SALES 1936

FRE - MEM

I 67

" A CERTIFIED TRUE COPY "

-1-

E N D.

DOCUMENT NO. HI - 10960
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Stamp):

O. K.

J. C. M.

June 4, 1937

J. C. Mathes

Union Glue & Gelatine Co., Ltd.,
Oransloy Works,
Garrett Strout, Golden Lane,
London, England.

Gentlemen!

We are enclosing a copy of our cable informing
you that our position regarding the sale of
magnesium metal in England is unchanged and that
we are not in position to offer this material
direct to you.

Yours very truly,
THE DOW CHEMICAL COMPANY

Dowmetal Sales

25

(page 2 of original)

Sent by

☐

Paid

Postal

☐

Counter No.

☐

Collect

Western Union

☐

Time M.

Straight ☐

Night L. ☐

Cable ☐

T.V.S. ☐

Day Letter ☐

Night M. ☐

Deferred ☐

Date: 6-3-37

TELEGRAM COPY

To GLAZIER LONDON

From

RECALL POSITION UNCHANGED AND UNABLE TO MAKE OFFER

J.C. Mathen

ND

558 28 10M Gots 567

THE DOW CHEMICAL COMPANY
MILLAND, MICHIGAN

(page 3 of original)

CABLES
GLUREX LONDON

COPIES USED: } ABC 5' "A 5' "B"
 } BENTLEY'S
TELEPHONE: CLEGGHILL 5524 (4 LINES)

(Stamp): RECEIVED

INLAND TELEGRAMS
GLUREX BASE LONDON

1937 JUN 3 AM 8 : 37

Union Glue & Gelatine Co. Ltd.

CHANDLER WORKS
CARRETT STREET GOLDFIELD LANE
LONDON E C 1.

IN REPLY PLEASE QUOTE
EXPORT DEPT.

25th May, 1937

Alfred A. Boucher
MANAGING DIRECTOR
(FRENCH)

E.B.S. Lewis Director
E.H. Green Director & Secretary

Union
Glue
Gelatine

The Low Chemical Company

MILWAUKEE
Michigan,
U.S.A.

(Seal):
National scheme
for disabled
men

Dear Sirs,

We have an enquiry for 10 tons of pure
Magnesium Metal, in ingots or alternatively billets,
as manufactured by you.

You have advised us in the past that this
article is in the hands of Magnesium Castings and
Products, Ltd.

Would you kindly let us know, by cable,
if the position is unchanged or if you can make a
direct offer to us now.

Yours very truly,

UNION GLUE & GELATINE CO. LTD.

(handwritten notice: illegible) signed H. Hopkins (?)
Export Manager

"A CERTIFIED TRUE COPY"

DOCUMENT NO. 51,10955-
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

I. E. M 14
J.U.M.

November 30, 1937

J. C. Nathan

Mr. Leon Weissmann,
8, Str. Stef. Mihailescu,
Bucharest IV, Romania.

Dear Sir:

We have your letter of November 16 regarding the
possible sale of magnesium metal in Romania.

At the present time we are not in position to
supply metal for European use although our status in this
regard may change. As soon as we have any further word
along this line we will communicate with you further.

Yours very truly,

THE DOW CHEMICAL COMPANY

Dowmetal Sales
FDB Did not make offer.

"A CERTIFIED TRUE COPY"

- 1 -
E F D

GRANT WESTERN SELLING COMPANY LTD.

REFINERS AND ALLOYERS OF METALS

310 PRICH STREET

VANCOUVER, CANADA

MAY 4th, 1938.

BARS OF METALS
GUARANTEED
SOLIDERS
TYPE METALS
INGOT BRASS
INGOT COPPER
PIG LEAD
ZINC
PIG IRON
ALL NON-FERROUS
METALS AND ALLOYS

CABLE ADDRESS
REFINING

LISERS CODE

TELEPHONE
SLY FOUR 4646

DOW CHEMICAL COMPANY,
MIDLAND,
MICH.

DEAR SIR:

Will you kindly quote us price and delivery
of 50% of Alloy No. C-11, which conforms to A.S.T.M. Specification
No. B90-347. Alloy 1.

The analysis of this alloy is as follows:

(handwritten)

Aluminum 7 to 9%; Manganese .15; Zinc .3 maximum; Copper .1 maximum;
Silicon .5 maximum; other impurities .3 maximum and Magnesium the
balance.

Very truly yours,

GRANT WESTERN SELLING CO. LTD.,

Signature
J. A. G. S.

HAG/PS

O.K.
J.C.N.

May 10, 1938

J. C. Mathes

Great Western Smelting Co., Ltd.,
310 Prior Street,
Vancouver, Canada.

Attention: Mr. H. A. Getz

Gentlemen:

We have your letter of May 4th requesting
price and delivery on 50 pounds of magnesium
alloy.

At the present time we are not in position
to ship magnesium alloys to Canada and are
therefore unable to comply with your request.
For your information we are pleased to advise
that our pure magnesium ingots are available
in Canada through Metals & Alloys Ltd.,
Toronto, Canada.

Yours very truly,

THE DOW CHEMICAL COMPANY

Dowmetal Sales

EF

"A CERTIFIED TRUE COPY"

- 2 -
E M D

AFFIDAVIT.

I, Ernst STAUSF, Director of the Office of the Technical Committee, I.G. Farben, Secretary of the Technical Committee of the Vorstand of the I.G. Farben, Manager of the Liaison Office (Vermittlungsstelle W), concerning subsection II, and since 1943 production manager of the entire German dye industry, within the economic group "Chemical Industry", after having it called to my attention, that I am liable to punishment for false testimony, declare herewith of my own free will, and without duress, the following:

1. I lived at Frankfurt, Germany at the time the American Forces occupied this territory in March 1945. From May until late in the fall of 1945 I was interrogated by American and Allied investigators, principally by the American investigators, Messrs. BROWN, MISS ROSE and WHITE. I was requested to give information about the history, the organization and the technical aspects of I.G. Farben, also about other matters related hereto. The information was given either directly in conversation, or by me writing or dictating several statements about subjects submitted by one or several investigators. I have always told the Allied investigators the truth to the best of my knowledge and belief. I have never wilfully given any false information whatsoever.

2. In particular I made statements on 13 and 15 August 1945 and on 3 September 1945 concerning stock piles built up by the I.G. before the war, especially regarding the manner in which magnesium was stored for and on orders of the Air Force (Luftwaffe). I desire to repeat the statements, I made on 13 and 15 August 1945 and on 3 September 1945, in order to clarify certain matters, and to add certain facts about which,

(Page 2 of original)

in Frankfurt on 25 February 1946, I informed Mr. Peter MILLER from the Office of Chief of Counsel for War Crimes, Nuremberg.

3. On order of the Air Force (Luftwaffe) a new large magnesium plant was planned at Alton on the Elbe, probably as early as the end of 1933, shortly thereafter a second one at Stassfurt. Shortly after start of production in Alton, probably in the summer of 1935, I visited Alton as well as Bitterfeld and noticed that without doubt practically the entire production was stored there in the form of tubes and packed into cases. These tubes had a diameter of 8 cm, a 1 cm wall and a length of 20 cm. Without doubt these tubes were parts for incendiary bombs. These tubes were packed into standardized boxes and were called "Textile Shells" (Textilhuelen). Everybody laughed, whenever somebody spoke about, or mentioned,

(Page 2 of original cont'd)

"Textile Shells" (Textilhuelser). The meaning was common knowledge, and therefore everybody grinned whenever "Textile Shells" (Textilhuelser) were transported through the plant.

4. Alton as well as Starfort had been built with loans made by the Air Force (Luftwaffe); and the I.G. Farben was given five years for the repayment of the loans and special amortization privileges. The Airforce (Luftwaffe) also paid much more than the cost price for magnesium and took the entire production of the plants. During the first two years' existence of Alton at least 90% of the magnesium produced in Alton and Starfort were made into these tubes and shipped out. This stock pile is in my opinion the reason for buying magnesium from the Dow Corporation. We intended to peacefully develop magnesium, and not store it; we intended to develop motor boats etc., and not guns. We had, however, no magnesium left for peaceful purposes, as the major share of our production went to the Air Force (Luftwaffe), and therefore no raw material.

(Page 3 of original)

was available to us. The quantities we bought from the Dow Chemical Company were, however, only very small compared to the production of the I.G. Farben.

5. The Technical Committee of the Vorstand handled the construction of the factories at Alton and Starfort, also their financing by the Air Force (Luftwaffe) and the planned production. In the event that the Air Force (Luftwaffe) should one day withdraw, a peacetime use for such large amounts of magnesium was, in Dr. FISCHE's opinion assured.

On 13 and 15 August 1945 and on 3 September 1945 I also made statements concerning the accumulation of stabilizers especially "Centralite" (Zentralit) to the above named representatives of the U.S. Military Government. I wish to repeat my statements concerning this subject in order to clarify certain things I said, and also to include certain details I submitted to Mr. Peter MILLER on 25 February 1947.

6. In 1935 the army made plans for a stabilizer plant at our Wolfen works. A production of 5 - 6000 tons per year was slated for this plant. Yearly capacity at Uerdingen was at that time 3000 tons, as far as I can remember; its output was raised to the same amount as Wolfen's. The expansion of the stabilizer plant at Uerdingen did not cause an especially high outlay.

TRANSLATION OF DOCUMENT No. NI - 4332
CONTINUED

(Page 3 of original cont'd)

7. Since 1936 we had orders from the Wehrmacht to store stabilizers for it, especially to build up stores of Centralite (Zentralit); this was the best stabilizer produced and therefore the one used most extensively. In comparison to consumption during the war the quantities in storage were insignificant; and I do not know whether the storing was done at the I.G. or by the Wehrmacht. I do not know whether I.G. stored the stabilizers, produced in 1936, 1937 and 1938

(Page 4 of original)

in their original form or in the form of finished powder. During these 3 years approximately 5000 tons of stabilizers were placed in storage, however, I do not know the exact quantities.

8. In the year 1937 the above mentioned new stabilizer plant at Wolfen started its real production but only much later full production was achieved, which finally equaled Verdington's. During the war the Army's requirement for stabilizers was estimated at approximately 8 - 10000 tons annually, therefore both plants had to produce at full capacity to satisfy this demand. Due to the real danger of air attacks on Verdington a third plant with equal capacity was planned, at first for Hoesliergaue, later for Auschwitz. This third one was never started.

I have carefully perused the four pages of this affidavit and have signed them with my own hand. I have made the necessary corrections in my own handwriting, initialed these, and declare herewith under oath, that I have told the absolute truth to the best of my knowledge and belief.

Signature: Dr. Ernst A. Struss

Sworn to and signed before me this 14th day of March 1947 at Frankfurt/Main by Dr. Ernst A. Struss known to me to be the person making the above affidavit.

Signature: Peter H. Killen
US Civilian AGO D-148338
Title & position: Interrogator
Office of Chief of Counsel
for War Crimes
US War Department

TRANSLATION OF DOCUMENT No. NI - 4832
CONTINUED

CERTIFICATE OF TRANSLATION

8 July 1947

I, Hanns GLEICHMANN, A 445029, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI - 4832.

Hanns GLEICHMANN
A 445029

- 2 -
"END"

APPENDIX VII

I, Dr. Adolf Schmitz, Director of I.G. Farben, Chief of Technical Bureau of I.G., Secretary of the Technical Committee of the Vorstand of I.G., Manager of Division II (Sparte II) of the Verwaltungsstelle, and, since 1943, Production Manager of the entire German dyestuffs industry within the framework of the Economic Group Chemical Industry, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

I.G. was the first industrial undertaking to develop the industrial production of magnesium. In 1927 I.G. started its actual production of magnesium in its Sitterfold plant. The yearly capacity of this plant was 1,500 tons in the beginning and from 1933 onward 4,000 tons.

In 1933 I.G. received from the Luftwaffe the order to build a second plant with the capacity of 12,000 tons a year. The Luftwaffe selected the site in Lkron. The plant was partly completed in 1934 when production started. The plant and its production was to be kept secret by order of the Luftwaffe.

The negotiations for the construction of the plant by I.G. were carried on between the Luftwaffe and Dr. Fiester of Sitterfold. Subsequently Dr. Fiester received from Schmitz a kind of blank approval to carry on with the negotiations. This procedure was not usual at that time. The financial arrangement with the Luftwaffe had already been made before the project was submitted to the T.M. After negotiations had already been carried on so far, the financial part had been settled and Schmitz's approval had been obtained, the T.M. could not very

will refuse to approve the building of the plant and the final arrangements even if it had wanted to do so.

The total investment for magnesium and aluminum in Alton amounted to about 46,000,000 marks; and for magnesium alone it amounted to about 40,000,000 marks. I.G. furthermore obtained a special concession from the Ministry of Finance authorizing I.G. to provide for an annual 20% depreciation on machinery in the plant. The normal depreciation was 10% and so I.G. obtained a considerable advantage.

Before the plant was actually built, the Luftwaffe carried out a number of tests from the air in order to ascertain how the plant itself, could best be camouflaged. In accordance with the result of these tests in which Jitterfeld's chief engineer, von der See, participated, the plans for the plant were repeatedly changed until the Luftwaffe was satisfied that the plant was well hid from the air. Dr. Jister subsequently stated in the T.M. that considerable additional costs had to be incurred by I.G. on account of the camouflaging requirements.

The production of the magnesium plant Alton was also kept secret. A large part of the production was to be used considerably and consisted of tubes with a diameter of approximately 8 c.m., a wall thickness of approximately 1 c.m. and a length of approximately 20 c.m. These tubes were packed into boxes with the inscription "Textilbucsen", a code name which means "Textile Tubes". In reality these tubes were containers for incendiary bombs.

Also by order of the Luftwaffe, I.G. started planning in 1934 another magnesium factory, for which the Luftwaffe selected Staßfurt as its site. Construction of the plant started in 1935 and it was completed in part in 1938. Here again the arrangements

were entirely made between the Luftwaffe and Dr. Pistor and I take it for granted that this plant too, and its products, had to be considered as secret. The production capacity for magnesium was 19,000 tons a year since 1942. The total investment amounted to 56,000,000 Marks. The Luftwaffe financed the construction by granting a credit of 44,000,000 Marks. Here again the Ministry of Finance agreed to increased depreciation at the rate of 20% yearly.

For Alton as well as Straßfurt, I.G. was permitted to charge to the Luftwaffe an increased amount over the cost price and the normal profit in order to be able to repay the credits out of the accrued extra profits.

I have carefully read each of the 4 pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

signed: Dr. Ernst Struss
Dr. Ernst Struss

Sworn to and signed before me this 2 day of June 1947 at Frankfurt/Main by Dr. ERNST STRUSS known to me to be the person making the above affidavit.

signed: Otto Hailbrunn
DR. OTTO HAILBRUNN
Civilian, LTO 30140
Office of Chief of Counsel
for War Crimes
U.S. War Department

"... CERTIFIED TRUE COPY"

(Handwritten Note:
Receipt of Mr. Koch
... illegible)

TRANSLATION OF DOCUMENT No. WI-1148
OFFICE OF U.S. CHIEF OF COUNSEL FOR
WAR CRIMES

CONFIDENTIAL!

Report on the visit

to the RLM and RWA Wa Prw 1 IV on 26 Jan. 1937

Regarding: B El.

The expose "Contributions to the technical development of the Modern Electron Thermite Incendiary Bomb" was given to Staff Engineer (Stabsing.) Koch by way of preliminary confidential information and he was asked to see whether such a report was of any interest to the RLM.

After this we called together an engineer Gung, PaPrw 1 IV, who is the competent expert for artillery ammunition in order to discuss the possible new development of an incendiary projectile based on Electronics. G. informed us that such experiments had already been made, with a projectile containing one large electron-body filled with Thermite which is ejected from the casing. This projectile and the quantity of Thermite used in it are, however, protected by secret patents of a third party. The results had not been bad, for instance humid heath had caught fire from such a projectile. I replied that we, contrary to the above explanation, had thought of combining an artillery incendiary projectile with the mass effect caused by dropping shells from airplanes, since just the creation of numerous small fires had proved to be effective. Therefore, we were thinking of a projectile from which several E-metal incendiary bodies (Brander) would be ejected when it hit the target. G. remarked that, in addition to several other difficulties which existed in this case, according to his experience a sufficient strength of the E-metal would be the preliminary condition needed in order to prevent the E-metal bodies from being torn apart when the shell split. I reminded of the firing tests in K'dorf during which 80 cm thick, partly armored concrete plates had been pierced without a change in the E-metal bodies.

G. believed that some interests existed for such a projectile, although there have not yet been any requests for incendiary artillery ammunition. Koch suggested that B o. 2 El, B 1 El and B 4 El be shown to G. who did not know them so far, and will send for this purpose several pieces from Rechlin to the Unterweser proving grounds where from 9 to 13 February other experiments will take place in the presence of both gentlemen. I asked G. to use our experience gained during the development of B El by allowing us to take part in further experiments. This was supported by Koch. G. anticipated a further discussion.

/s/ NEUKIRCH

Bitterfeld, January 27, 1937.

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, AGO No A-44412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. WI- 1148.

JOHN J. BOLL
U. S. Civilian
AGO No A-44412

Strictly confidential !

R e p o r t

on the visit to the RLM on 21 December 1936.

Regarding: B 1.

Present: Military architect (Mil. Baumeistr. Spoerl LC III 7c
Staff engineer (Stabeing.) Koch LC II 5b
Dr. Neukirch LG 3i

I first thanked the gentlemen for having given us samples of the first production of B1 IV from Government stocks and told them about their excellent quality. Koch asked that if possible a few specimens be put aside for his inspection as he intends to come to Bitterfeld in the middle of January. I promised to let him know about it upon request. Regarding the new construction, Koch did not go into details. However, he showed great interest in our expose. He is still willing to recommend to HWA Wa. Prf. I 4 (Major Heese), Taunsteinstr. 19 a, a discussion on the application of our experience in the new construction of an incendiary shell for artillery, according to the proposals which we intend to make and which I mentioned confidentially. In reply to my remark that such a procedure would only make sense if the RLM released E/metal to the HWA Spoerl said that - also for "case A" - 500 "Moto" for HWA had been released.

I then touched upon the question of new orders of B 1 E1, whereupon Spoerl stated that, after all, the present stock piling would be sufficient for the beginning, also for "Case-A". It had, therefore, been decided to order only three additional million B 1 E1 for 1937. In "Case-A", the existing capacity for shell filling would be just sufficient for supply if fully used. As there were only 500 "Moto" left for the RLM after releasing E-metal to HWA, the construction of another Electrolysis (Elektrolyse) in case A had been discussed for which a construction period of from 9 to 12 months had been anticipated. For the meantime the stockpiling of tubes and rods is intended; the arrangements made so far should be sufficient, too. No definite decision has been taken, however, in this respect. Regarding B o., E1 authority for orders is still lacking.

(signed) NEUKIRCH

Bitterfeld, 22 December 1936

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, AGO No A-44412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No NI-1144.

JOHN J. BOLL,
U.S. Civilian
A-44412

TRANSLATION OF DOCUMENT No NI-1148
(Cont'd)

Strictly confidential!

Report

about a visit to the HLM on 18 January 1937

Responsible: P. H.

Present: Army architect (Militärbaumeister) Spoerl) LG III 7 c
Major Maran)
Dr. E. Neukirch) I.G. Bitterfeld.

Referring to the conversation of 21 December 1936, the question of stock piling of chemicals for the filling of K Bi was discussed. I told the gentlemen that our maximum productive capacity (including work on Sundays, three shifts), was only sufficient for a monthly average of 1.5 million fillings. Should greater quantities of supplies be taken into account provisions for the A-case would have to be included in the program, and chemicals would have to be stock piled during the transition period in the same way as rods and tubes are stock piled. 1) Spoerl, who welcomed this suggestion very much, informed us that the supply figures which had been given some time ago were not definite. He intended, however, to study the question of stockpiling of chemical which he had so far not considered.

(signed) Neukirch

(Handwritten Note:

1) this mainly because of obligations
for deliveries)

Bitterfeld, 20 January 1937
Dr. Nk./Ks.

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, AGO No D-150096, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No NI - 1148

JOHN J. BOLL
U.S. Civilian
AGO No D-150096

TRANSLATION OF DOCUMENT No. NI-622
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

To

Colonel Thomas,
Chief of the Military Economic Office
Berlin N 25
Bondienstrasse 27

Direction: Chemicals
29 October 1936

Dear Colonel,

As a control office which judges and is responsible for all questions of contracts and patents for all branches of the Wehrmacht, has been created under your supervision, we would not like to miss the opportunity of informing you about our plan to erect a magnesium factory in England, although we have already received the approval of the Reich War Minister (Reichskriegsminister).

For your information we add a short memorandum which we presented to the Army Ordnance Office (Heereswaffenamt) on 20 July 1934, and a copy of the reply giving the approval of the Reich War Minister (Reichskriegsminister) on 15 August 1934. In addition to that we state the following:

A special corporation, the British Magnesium (Electrometall) Co. Ltd., has been founded as holder of the factory which is to be built. The Baron von Schroeder in London took over the greater part of the financing, subscribing 40% of the capital against a payment of £ 200,000.

(Page 2 of original)

F.A. Hughes & Co. Ltd. in London, a firm with which we have friendly relations, has participated with another £ 50,000, while we ourselves received 30% negotiable shares by yielding our patents. Concerning the patents, we will cede all of those in the British Empire to the new company that concern the production and manufacture of magnesium. We will retain a free and exclusive licence on these patents so far as they can be used for matters outside the new plant territory. With the exception of English patents, only those in Canada and a few in Ireland are concerned. The transfer of these patents goes along with that the extension of the company's sphere of action of the new company over the whole British Empire, does not mean a sacrifice in economic respect for us, but is rather more in our interest as the export of magnesium from Germany to the British Empire is out of the question owing to customs considerations (Zollgrenze). With respect to the preferential tariff position of the Empire territory toward England, an independent production plant for magnesium, say in Canada, would mean a weakening of the product about to be made in England, in the success of which we are after all participating at one third.

The contract which will be concluded with the British Magnesium Co., which already has its basic outline and which is immediately before its ratification, also

(Page 3 of original)

provides that we put our technical assistance at the disposal of the factory for its erection, as well providing for a mutual exchange of future "know-how" and new inventions in the field of magnesium, limited in time up to 1950. The factory will be erected in Clifton (near Manchester), at first with a capacity of 1,500 tons a year, and at the cost of approximately £ 250,000, and should be ready for work by September next year.

In this connection we should like to inform you about the relations to other countries in the field of magnesium, as we have already informed the War Ordnance Office (Heereswaffenamt) as well as the Air Ministry (Luftfahrtministerium) verbally.

For France, we gave, in a contract dated 24 November 1931, the exclusive licence on our French patents concerning the production and manufacture of magnesium for France to a French industrial group, for a single payment and continuing royalties. The contract contains the obligation for a mutual exchange of experience and future improvements for 15 years.

In the year 1931 we also combined in America our American patents and experience in the field of magnesium, with patents and experience of the Aluminum Co. of America. We have done that, as did the Alcoa, by incorporating the present and future patents and experience in the field of magnesium

(Page 4 of original)

into a new company, the American Magnesium Corporation, in which we and the Alcoa are each participating at 50%.

Concerning Italy, our exports of magnesium to this country increased greatly in the course of this year, and on the other side the Italian government put an intensive pressure upon the erection of a plant for the production of magnesium in Italy. However, the issuing of a licence on our production-patents did not materialize, because the Reich Air Ministry (Reichsluftfahrtministerium), with which we kept up a steady contact, objected at first and gave its approval too late (end of June 1935). Because of our hesitation, the Italian group Icc. It. Franchini which got the concession for the erection of a magnesium factory in Sardinia from the government, concluded a contract with the French group Blumofeld which runs a small factory in Besol-Malatra, for the acquisition of a production-licence. For the further manufacture of the magnesium which had been ordered this way, we gave an exclusive licence on our Italian manufacturing-patents to said Italian industrial group in August of this year, with the approval of the Reich Air Ministry, since Icc. It. Franchini had already imported and introduced our "Lustron-metal" (Lustronmetall) with great energy 10 years ago and had possessed a licence on manufacturing-patents for sales purposes. This licence-contract will be effective till 31 December 1940, with the condition that it will be extended for 5 years, unless one of the partners gives notice half a year before that date.

-3-
TRANSLATION OF DOCUMENT No. NI-622
Cont'd

Kindly acknowledge the receipt of this letter. In case you should need further explanations we will be at your disposal for personal discussion.

HEIL HITLER!
I.G. FARBEWINDUSTRIE AKTIENGESELLSCH

(signed) Dr. BUHL.

Copy to: Geheimrat Dr. Schmitz
Direktor Weber-Andreas
Direktor Dr. Pistor
Vermittlungsstelle 5, Berlin NW 7

CERTIFICATE OF TRANSLATION

I, DOROTHY L. G. GALSKI, NY 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-622.

DOROTHY L. GALSKI,
NY 34079.

END

-3-

DOCUMENT NO. HI-30569
OFFICE OF CHIEF OF CONSUL FOR WAR CLAIMS
(THIS IS AN UNOFFICIAL COPY)

This AGREEMENT made this 14th day of November, 1929, D. between the DEUTSCH-AMERIKANISCHE A.G., a corporation of Germany, having its executive office in the City of Cologne, Germany, hereinafter referred to as D.A.G., and the ALCOHOL COMPANY, INCORPORATED, a corporation of the State of Delaware, United States of America, having its executive office in the City of New York, State of New York, hereinafter referred to as ALCOHOL,

as follows :

ALCOHOL, U.S.A. is now the owner of certain inventions and the United States and Foreign Letters Patent and applications for Letters Patent therefor, relating to a chemical class of substances known as TRIACETES, particularly to the use of tetraacetone in various compositions, which patents and applications are as follows :

U.S. Letters Patent No. 1,536,500, dated May 26, 1926.
Inventor, Hans Kuhnburg, for which reissue application Ser. No. 400,723 was filed on October 16, 1929.

France	27,107	dated 5 Mars 1928
Prussia	15,409	dated May 4, 1923
Spain	137,155	applied for Nov. 20, 1929
Switzerland		
Sweden	55,611	applied for October 17, 1929
Russia		Application No. 13,167

U.S. Application Ser. No. 322,053, Filed May 9, 1929,
inventors, Hans Kuhnburg and Oswald von Hesse.
Corresponding thereto the following Foreign applications :

Italy	101,131	Apr. 16, 1929
Belgium	265,339	Apr. 27, 1929
Denmark	857	Apr. 17, 1929
Norway	2,51	Apr. 5, 1929

(Seite 2 des Originals)

France	272,250	Mar. 20, 1929
Spain	112,629	Apr. 23, 1929
Switzerland	44,321	Apr. 26, 1929
Holland	45,991	Apr. 22, 1929
Sweden	1,626	Apr. 6, 1929
India	15,372	Apr. 22, 1929
South Africa	383	Apr. 24, 1929
Germany	172,423 (in II)- Vertrag 3.7.425)	Apr. 27, 1928

Austria

Japan

and the following patents corresponding thereto:

Brazil	No. 6,656	Granted	Apr. 27, 1929
Mexico	30,329		Apr. 23, 1929
Hungary	6,135		Apr. 22, 1928
Australia	19,621		Apr. 16, 1929
Argentine	39,226		May 7, 1929
Chile	283		Apr. 26, 1929
Ireland			Apr. 24, 1929

U.S. Application Ser. No. 400,723, filed October 18, 1929,
inventor, BRAND VON HORN.

MR. ARTHUR J. BROWN desires to acquire the said United States Letters Patent No. 1,535,380 together with the aforesaid Application Ser. No. 400,723 and my aforesaid Letters Patent to be granted therefor, the said United States Applications Ser. No. 352,893 and No. 400,738, and my and all United States Letters Patent which may hereafter be issued to, owned or controlled by the A.J.B. and/or its employees and which relate to the manufacture of tetraacetic acid and/or the use of tetraacetic acid.

(Exhibit 3 Los Originals)

materials in preparation, and to acquire non-exclusive licenses to sell under the above-mentioned foreign patents and applications and any future foreign patents and/or applications (except Great Britain, Ireland and Canada) which may hereafter be issued to, owned or controlled by the H.J.S. and/or its employees and relate to the manufacture of tetraacenes and/or the use of tetraacenes as printing materials in coloration ;

HON. WILLIAMS, in consideration of the sum of Twentyfive thousand dollars (\$25,000), said by ALINGTON to H.J.S., the receipt of which is hereby acknowledged, (of which \$5,000 were paid by ALINGTON to H.J.S. on or about, April 1, 1929), and in consideration of the mutual promises hereinafter given, it is hereby agreed between the parties, as follows :

I. H.J.S. represents as a material averment that it has such title to the above-mentioned inventions, patents, and applications as to enable it to make this agreement

II. H.J.S. hereby assigns and transfers to ALINGTON the whole right, title and interest in and to the United States Letters Patent No. 1,596,360, together with the Swiss Application Ser. No. 400,723, and any Swiss Letters Patent to be granted therefor, as well as said applications Ser. No. 352,293 and Ser. No. 400,738, and any and all United States applications for Letters Patent relating to my invention or improvement in the manufacture of tetraacenes and/or in printing materials and mixtures, comprising any of the chemical class of substances known as tetraacenes, which may now be or may in the future be owned or controlled by H.J.S. and/or its employees.

(Page 2 of the originals)

REMOVA agrees that if it should be found that any tetracone covered by any present or future United States patent coming within the terms of this agreement should be capable of use in any way other than as an ingredient in a priming material for ammunition, it will upon demand grant to R.I.S. or its nominee a free exclusive license for such other purpose under any United States patent assigned to REMOVA under the provisions of this contract, it being understood further that if such patent relates to the manufacture of such a tetracone, REMOVA agrees to grant to R.I.S. or its nominee a free non-exclusive license to manufacture under such United States patent, but only for use other than as an ingredient in a priming material for ammunition.

III. R.I.S. hereby grants to REMOVA non-exclusive licenses to sell under any of the above-mentioned foreign patents and/or applications and any and all foreign patents and/or applications relating to any invention or improvement in priming materials and mixtures, comprising any of the chemical classes of substances known as tetracones, which may now be or may in the future be issued to, owned or controlled by R.I.S. and/or its employees, with the following conditions to which REMOVA agrees:

(a) REMOVA shall not sell non-military ammunition containing any tetracone in Germany in excess of a value of \$2,000 in any one year, all sales through Gustaf Gosselowsky & Co. not being taken into consideration in computing this \$2,000 maximum.

(b) R.I.S. is now negotiating with Imperial Chemical Industries, Ltd., relative to rights under tetracone patents for Great Britain and certain of the countries comprising the British Empire, including Ireland. Remington is also negotiating with

Imperial Chemical Industries, Ltd., for a license to import into and sell non-military ammunition in Great Britain and Ireland contingent upon the acquisition by Imperial Chemical Industries, Ltd., of said rights from R. /S. The license rights which REMINGTON is to enjoy in Great Britain and Ireland are to be determined by the said agreements which are now being negotiated.

Should the negotiations between R. /S. and Imperial Chemical Industries, Ltd., not lead to an agreement within one year from the date of this agreement then R. /S. agrees to grant to REMINGTON non-exclusive licenses to sell non-military ammunition in Great Britain and Ireland under the same conditions as are provided for herein in respect of the other foreign patents and applications.

(c) R. /S. states that it has made an agreement with Canadian Industries, Ltd., under which it has granted to Canadian Industries, Ltd., exclusive rights for the manufacture and sale in Canada of ammunition under its Canadian tetraene patents and applications either filed or to be filed and that such agreement empowers Canadian Industries, Ltd., to grant a license or sub-license to REMINGTON to export to and sell in Canada ammunition containing tetraene primary materials. The license rights which REMINGTON is to enjoy in Canada are to be determined by agreement with Canadian Industries, Ltd.

(a) REMINGTON shall not sell military ammunition containing any tetrazene in Germany and in any or all of the countries comprising the British Empire.

(The term "military ammunition as used herein is defined as ammunition adapted and intended for use in warfare and shall not include ammunition adapted and intended solely for sporting purposes or target practice which is referred to as "non-military ammunition". The term "primer" as used in this agreement is defined as any device or instrumentality operating upon receiving a blow and serving to cause the ignition of an explosive charge, which charge may be either the charge for propelling a projectile or a charge carried in a projectile and intended to cause bursting of the projectile, but is understood not to include "detonators" viz., devices or instrumentalities the action of which is initiated by heat and which is used to explode an explosive charge which may or may not be carried in a projectile. "Priming materials" is defined as the explosive composition of matter used in "primers" as above defined.)

IV. R. U.S. agrees to give its signature and to secure the signature of any of its employees to any additional papers which may be necessary to give full effect to Sections II and III of this agreement.

V. It is understood that R. U.S. is the owner of certain patents covering lead-styphnate (~~lead-styphnate~~ tri-nitroresorcinate of lead) in certain countries of Europe, with the exception of England and France. R. U.S. hereby grants to REMINGTON a non-exclusive license to sell

(page 6 of original-cont'd)

ammunition containing lead-styphnate in any and all such European countries, with the exception of England and France.

(page 7 of original)

VI. R.M.S. agrees to give REMINGTON full information

concerning the manufacture of tetracenes and the utilization of tetracenes in primers for ammunition and agrees to make available the services and assistance of its employees and experts insofar as this may be necessary in connection with litigation involving any of the patents or inventions covered by this agreement, such assistance and services to be at the expense of REMINGTON.

VII. REMINGTON agrees to pay to R.M.S., in addition to the above-mentioned sum of Twenty-five thousand dollars (\$25,000), further payments in accordance with the following provisions:

(A) The royalty on non-military ammunition covered by any United States Patent, reissue Patent Application or Reissue Application shall be as follows:

(1) 1% of the sum received by REMINGTON from its customers for ammunition primed with a mixture containing any tetracene covered by any United States patent or reissue patent herein involved. Where primers or caps are sold alone the royalty shall also be 1%, but it is understood that, if the tetracene primers and caps sold separately by REMINGTON in any one year have a sales value of more than 100% of REMINGTON'S average sales of primers and caps for the years 1926, 1927 and 1929, then a royalty of 10% shall apply to the excess sales.

(page 7 of original-cont'd)

The royalty payable on empty shells, paper or metal, primed with tetracene primers is 1%, but if the sales by REMINGTON of tetracene primed empty shells in any one year shall exceed 150% of REMINGTON average sales of empty primed shells in the years 1925, 1927 and 1928, then a royalty of 2% shall apply to the excess sales.

When the royalties computed in accordance with this paragraph (1) have reached the amount of \$ 30,000 in any calendar year the royalty rate applying to the excess above \$30,000 shall be reduced to 1/3 of the rate provided in this paragraph (1), but in no event is the royalty provided for herein to exceed \$50,000 in any calendar year.

(3) In case the ammunition is primed with a mixture containing any tetracene which is not covered by any United States patent or reissue patent herein involved, but which is covered by one or more of the United States applications or reissue applications herein involved, then the royalty to be paid therefor

(page 5 of original)

will be one-half ($\frac{1}{2}$) of the royalty provided for in paragraph (1) above. (The payment of royalty under U. S. Patent No. 1,585,380, now Reissue Application Ser. No. 400,733, will be governed by this paragraph (2) until it is replaced with claims broad enough to cover the tetracene priming mixtures then being used by REMINGTON.)

(3) REMINGTON agrees that, if during the year 1931 the royalty shall not amount to the sum of \$5,000 and during the years 1932-1941, inclusive, the annual royalty shall not amount to \$10,000, E. W. S. shall have the right to cancel this agreement upon 60 days written notice. However, if during that 60 days, REMINGTON shall pay the difference the notice of cancellation shall be regarded as ineffective.

(4) The maximum total royalty to be paid by REMINGTON to E. W. S. on non-military ammunition shall be \$300,000 and when this amount of royalty has been paid no additional payments shall be made on non-military ammunition, but it is understood that if the amount paid by REMINGTON to E. W. S. in any one year is in excess of \$40,000, such excess shall not be taken into consideration in computing the \$300,000 maximum royalty.

(B) of the above mentioned twenty-five thousand dollars (\$25,000), preliminarily paid by REMINGTON to E. W. S., the sum of twelve thousand five hundred dollars (\$12,500) shall be regarded as a credit against which future royalties up to the amount of Twelve thousand five hundred dollars (\$12,500) shall be charged.

(page 8 of original-cont'd)

(C) If and while any other American manufacturer utilizes a tetracene in priming mixtures, which tetracene or priming mixture is covered by any United States patent or any claim of any United States patent involved in this agreement, without the license or approval of REMINGTON, one-half only of the royalty due in accordance with this agreement for that particular patent or claim shall be payable by REMINGTON, but only on condition that REMINGTON shall file a suit against such manufacturer within six (6) months after such use of tetracene by each other manufacturer is discovered by REMINGTON and the payment of

(page 9 of original)

the said one-half (1/2) royalty has begun. Such suit shall be at the expense of REMINGTON and any damages recovered from the infringer shall be the property of REMINGTON. If the patent is finally held infringer, REMINGTON shall pay to E.W.S. the other half of the royalty, which was withheld in accordance with this sub-section (C). If the patent or any claim thereof is held invalid, REMINGTON will carry the case to the circuit Court of Appeals. If E.W.S. desires that an application be made to the Supreme Court of the United States for a writ of certiorari, then E.W.S. will bear one-half of the expenses connected with the proceedings before that Court. If the infringer makes an application for a writ of certiorari, REMINGTON shall bear all of the expenses. If the patent or claim is finally held invalid, then REMINGTON need pay no more royalty under that particular patent or claim.

(D) In case no United States patents or applications covering the tetrylene priming mixtures then used by REMINGTON exist and the maximum royalty of \$300.00 on non-military ammunition has not yet been paid, then REMINGTON shall pay to E.W.S. a royalty on non-military ammunition sold under the non-exclusive licenses granted to it by E.W.S. in accordance with section III of this agreement where patents exist in that foreign country.

(page 8 of original - cont'd)

which cover the priming mixture sold, such royalty to be one-half of that provided for the United States patents in sub-section (A), paragraph (1) of this agreement.

(page 10 of original)

(E) The royalty on military ammunition covered by any United States Patent, Reissue Patent, Application or Reissue Application shall be the same as that provided for non military ammunition, but it shall not be taken into consideration in connection with the minimum and maximum royalty provisions of this agreement.

(F) In computing the royalties payable by REMINGTON under this agreement, the cost of special packing, bandoliers, clips, etc., shall be deducted from the sums received by REMINGTON from its customers. At the request of R.M.S., REMINGTON shall furnish R.M.S. with a full explanation of such deductions and if the parties are then unable to agree as to the propriety of such deductions they hereby agree to submit the question to arbitration, under the provisions of the Arbitration Laws of the State of New York.

VIII. REMINGTON, as the owner of the United States patents has the exclusive rights for the United States of America, but it hereby agrees that R.M.S. may import into the United States of America during any calendar year tetracone ammunition having a value not in excess of 30% of the value of the total imports of ammunition into the United States from all sources during the preceding calendar year and that the

(page 10 of original-cont'd)

Imperial Chemical Industries, Ltd., or its subsidiary
companies may import annually into the United States of
America not more than 500,000 shotgun cartridges and 10,000
metallic cartridges containing priming material covered by
any of the United States patents herein involved.

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IX. REMINGTON shall have the right to license other American manufacturers to manufacture, use and sell non-military ammunition under any of the United States patents or applications involved in this agreement, but only within the United States of America, its territories and possessions. One-half of the royalties received by REMINGTON from such other American manufacturers shall be paid by REMINGTON to R.V.S. and one-half of the amounts so paid by REMINGTON to R.V.S. shall be taken into consideration in connection with the minimum and maximum royalty provisions of this agreement. Should the royalty charged any such other American manufacturer by REMINGTON be less than one-half the royalty chargeable to REMINGTON by R.V.S. under Section VII, sub-section (A), paragraphs (1) and (2) of this agreement, then REMINGTON shall pay a royalty to R.V.S. which shall be calculated as if REMINGTON were charging such other American manufacturer a royalty equal to one-half the royalty as provided in Section VII, sub-section (A), paragraphs (1) and (2) of this agreement. After the minimum royalty for non-military ammunition provided for in Section VII, sub-section (2), paragraph (4), is reached, REMINGTON shall pay to R.V.S. one-fourth of the royalties received thereafter by REMINGTON from such other American manufacturers; should such sum be less than one-eighth of the royalties chargeable to REMINGTON by R.V.S. under Section VII, sub-section (A), paragraphs (1) and (2) of this agreement, then REMINGTON shall pay to R.V.S. one-eighth of the royalties chargeable to REMINGTON by R.V.S. under Section VII, sub-

(page 11 of original-- cont'd)

section (A), paragraphs (1) and (2),

X. REXINGTON shall have the right to license other
American manufacturers or the Government of the United
States under any of the United States patents of applications
involved in this

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agreement to manufacture, use and sell military ammunition containing tetraene within the United States, its territories and possessions, but the approval of E.M.S. to such a license must first be secured, unless the royalty paid REMINGTON is \$ 15 per 1000 cartridges or more on ammunition and \$ 10 per 1000 primers or more on primers. One-fourth of the royalties paid to REMINGTON on military ammunition or on primers for military ammunition shall be paid by REMINGTON to E.M.S., but is not to be taken into consideration in connection with the maximum and minimum royalty provisions of this agreement.

XI. REMINGTON shall make quarterly reports to E.M.S. in February, May, August and November of each year as to sales by REMINGTON in the preceding quarter and simultaneously with such report shall make payments to E.M.S. in accordance with the terms of this agreement. REMINGTON further agrees to provide E.M.S., in connection with the quarterly reports, with a separate statement of its sales of ammunition for export to Canada. E.M.S. shall have the right to have the books of REMINGTON examined by a Certified Public Accountant insofar as this may be necessary to verify the correctness of any such report. Information received in such reports and through such examinations shall be held confidential by E.M.S.

XII. REMINGTON acknowledges the validity of the patents and applications involved in this agreement, but if this agreement is cancelled by ... as provided for in Section VII

(page 12 of original-cont'd)

sub-section (A), paragraph (3) of this agreement, no acknowledgment of the validity of any of the patents or applications in question shall be effective against SENECA.

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XIII. REMINGTON agrees that, in case this agreement is cancelled by R.M.S. as provided for in Section VII, subsection (a), paragraph (3) of this agreement, it will assign to R.M.S. all of the United States patents and applications which have been transferred to it by virtue of this agreement.

XIV. REMINGTON agrees that, in case any applications or patents relating to any invention or improvement in the manufacture of tetraecenes and / or in priming materials and mixtures comprising any of the chemical class of substances known as tetraecenes are now or are in the future issued to, owned or controlled by REMINGTON and / or its employees, it shall, at the option of R.M.S., assign the former patents or applications to R.M.S., and grant non-exclusive licenses to sell under the patents and applications of countries other than Germany under terms substantially reciprocal to those provided for herein except as follows:

(a) The royalty to be paid shall be one-half of those provided for in this agreement:

(b) The maximum royalty payable by R.M.S. on non-military ammunition in such case shall be \$ 150,000. and

(c) The preliminary payment of Twenty-five thousand dollars (\$25,000) referred to in Section VII shall be omitted.

XV. It is understood and agreed that this agreement shall be governed by and construed and interpreted in accordance with the law of the State of New York.

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STATE OF NEW YORK :
 SS
 COUNTY OF NEW YORK:

On this 14 day of November, 1929, before me personally appeared Mr. Paul Muller, to me known, who being by me duly sworn, did depose and say that he resides at Cologne, Germany; that he is the General Director of Rheinisch-Westfälische Sprengstoff, A.G., of Cologne, Germany, the corporation described in and which executed the above instrument; and that he signed his name in behalf of the said corporation thereto by order and authority of said corporation.

(Signature illegible)

Notary Public

Sworn: Notary Public
 (illegible)

STATE OF NEW YORK :
 SS
 COUNTY OF NEW YORK:

On this 14th day of November, 1929, before me personally appeared Edmunds Corvill, to me known, who being by me duly sworn, did depose and say that he resides at Larchmont, New York; that he is the President of Remington Arms Company, Inc., the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed

(page 14 of original-cont'd)

by order of the Board of Directors of said corporation,
and that he signed his name and the name of said corporation
thereto by like order.

(Signature - illegible)

Stamp: illegible

(page 16 of original)

IN WITNESS WHEREOF, Rheinisch Westfälische Sprengstoff, A.G., has executed these presents through Mr. Paul Mueller, its General Director, and Remington Arms Company, Incorporated, has executed these presents through Saunders Norvell, its President, said officers having due authority.

RHEINISCH WESTFÄLISCHES S PRENGSTOFF, A.G.

by Mr. Paul Mueller (Signature)
General Director

REMINGTON ARMS COMPANY, INCORPORATED

by Saunders Norvell (Signature)
President

Seal:

ATTTEST:
Signature (illegible)
Secretary

Signature (illegible)

Stamp: Notary Public
(illegible)

" A CERTIFIED TRUE COPY"

(page 1 of original)

(handwritten notice)
HK. 1196
s DAG Vt v.14.3.34

MEMORANDUM OF AGREEMENT

This AGREEMENT, made as of January 1, 1934,
by and between DYNAMIT ACTIEN GESELLSCHAFT, a corporation
of Germany, having its executive offices at Troisdorf,
Germany, hereinafter referred to as "D.A.G."; and
REMINGTON ARMS COMPANY, Inc., a corporation of the
State of Delaware, U.S.A., having a factory and offices
at Bridgeport, State of Connecticut, U.S.A., hereinafter
referred to as "REMINGTON":

WITNESSETH:

WHEREAS, Remington, on or about the 14th day
of November, 1929, entered into a certain contract with
the Rheinisch Westfälische Sprengstoff A.G., a corpora-
tion of Germany, which contract, hereinafter for
convenience referred to as the "R.W.S. 1196 contract",
is attached hereto and made a part hereof; and

WHEREAS, the original and re-issue applications
for United States Patents mentioned in said R.W.S. contract
have eventuated as follows:

Application Serial No. 352,893 was abandoned
after filing as a continuation Application
Serial No. 430,138 which has resulted in
Patent No. 1,889,116, November 29, 1932;

(page 1 of original+ cont'd)

Application Serial No. 400,238 was abandoned
in view of Application Serial No. 430,138;

Re-Issue Application Serial No. 400,723
has resulted in Re-Issue Patent No. 17,540
of December 31, 1939;

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THEREAS, D.A.G. has succeeded to all the rights and obligations of Rheinisch Westfälische Sprengstoff A.G. under and by virtue of said R.W.S. contract; and

THEREAS, the parties hereto are desirous of modifying certain of the provisions of said R.W.S. contract as hereinafter provided:

NOW, THEREFORE, in consideration of One Dollar and other good, valuable and sufficient considerations, extending from each of said parties to the other, the receipt of which is hereby acknowledged, and in consideration of the covenants and promises herein contained, said parties do hereby mutually covenant and agree as follows:

- I. Royalty payments shall be made by Remington on the sales made during each quarter based upon the net selling price after deduction of all discounts and rebates. For convenience and simplicity, the average rate of discount allowed by Remington in its ammunition business for the preceding quarter will be used in reducing Remington's gross billings to their net cash value. When accounts with respect to which royalties have been paid are uncollectable, the proper deduction will be made from the next royalty payment due after such accounts have been found to be uncollectable.

(page 3 des originals)

- II. "Military ammunition" is defined as ammunition of sizes and types ordinarily used in war and sold directly to or made under a license from Remington by a Government actually engaged in war, or storing the ammunition thus made or purchased for the purpose of war. All loose primers sold to the United States Government shall be considered as military ammunition. "Commercial ammunition" (non-military ammunition) includes all ammunition not coming within the above definition of military ammunition.
- III. The royalties to be paid to D.A.G. by Remington on commercial ammunition, primers and primed shells, coming within the claims of Re-Issue Patent No. 17,540, based on the net selling price as hereinbefore set forth, shall be as follows:
- (a) - RIFLE AMMUNITION
 - 1. Sold and intended for consumption within the United States 3/4 of 1%
 - 2. Sold in and for export from the United States 1%
 - (b) - CENTERFIRE METALLIC AMMUNITION and SHOT SHELLS
 - 1. Sold and intended for consumption within the United States .5 of 1%
 - 2. Sold in and for export from the United States .6 of 1%
 - (c) - ALL LOOSE PRIMERS and EMPTY PRIMED SHELLS 1%

This rate to remain the same regardless of the volume of sales.

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- IV. When during any calendar year Remington shall have paid to D.A.G. as royalties the sum of \$20,000, the rate at which royalties shall be paid for the remainder of such calendar year shall be one-third ($1/3$) of those specified in Paragraph III; provided, however, that should German and United States currencies be stabilized at a ratio of 3.5 or more German Marks per United States dollar for two or more quarters in any one calendar year, royalty rates of one-third ($1/3$) of those specified in Paragraph III shall apply when Remington during such calendar year shall have paid to D.A.G. as royalties the sum \$18,500.
- V. The maximum royalty to be paid to D.A.G. by Remington in any calendar year with respect to commercial ammunition, primers and primed shells, shall be \$35,000, and when this amount has been paid no further royalties shall accrue to D.A.G. with respect to sales of commercial ammunition during such calendar year.
- VI. If and when the total amount paid by Remington with respect to commercial ammunition under this contract and the R.V.S. contract reaches \$250,000, no further royalties shall be paid by Remington with respect to commercial ammunition, primers and primed shells, but it is understood that

(page 5 of original)

when the amount paid by Remington in any year exceeds \$30,000 the excess shall not be included in computing the maximum of \$250,000.

VII. The royalty paid to D.A.G. by Remington with respect to military ammunition manufactured and sold by Remington shall not be less than 1% without the express consent of D.A.G. D.A.G. agrees that it will not unreasonably withhold its acceptance of royalties reduced to not less than 1/10 of 1% where such a reduction of royalties is found by Remington to be necessary or desirable to facilitate the securing of substantial orders or volume of sales of military ammunition by Remington.

Remington shall not, without the consent of D.A.G., license the Government of the United States or other American manufacturer to manufacture and/or sell military ammunition coming within the terms of this agreement at a royalty less than the following:

- (a) for cartridges, Fifteen Cents (\$0.15) per thousand;
- (b) for primers and empty primed shells, 1% of Remington's net selling price of similar military primers and primed empty shells. The consent of D.A.G. to licenses at a less royalty, when necessary to the granting of profitable licenses, will not be unreasonably withhold.

One-quarter (1/4) of the royalty received by Remington from the Government of the United States or other licensee with respect to military ammunition shall be paid to D.A.G.

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VIII. The royalties paid by Remington to D.A.G. with respect to military ammunition manufactured and/or sold by Remington or its licensees shall not be included in the amount of \$20,000 (or \$18,500) beyond which a reduced royalty is paid, or in the annual total of \$35,000, or in the grand total of \$250,000.

IX. The royalty provisions of this agreement shall become effective January 1, 1934.

X. Should Remington receive no compensation and/or sell ammunition, military or commercial, containing a priming mixture coming within the claims of Patent No. 1,809,116 but not within the claims of Re-Issue Patent No. 17,540; or in the event that upon the expiration of Re-Issue Patent No. 17,540 the total of \$250,000 with respect to commercial ammunition has not been paid, then and in either of such events the royalties herein provided shall be reduced to one-half ($1/2$) of the amounts herein specified.

XI. Royalties paid to Imperial Chemical Industries with respect to sales of Tetrazene primed ammunition in Great Britain and Northern Ireland shall be deducted from payments to D.A.G., as hitherto.

(page 7 of original).

XII. The provisions of the R.W.S. contract, and particularly Paragraphs II, III, III(a), III(d), IV, V, VI, VII(c), VII(d), VII(f), VIII, IX, XI, XII XIII, and XIV, except as herein modified shall remain in full force and effect.

XIII. In case any controversy under this agreement shall arise between the parties hereto which they are unable to adjust between themselves, such controversy shall be settled by arbitration in accordance with the provisions of the "United States Arbitration Act" in the following manner:

Either party may, by notice in writing, served on the other, appoint one arbitrator and call upon the other to appoint a second arbitrator within thirty days after the receipt of such notice; and each party agrees that, upon receiving any such notice, it shall so appoint an arbitrator. The two arbitrators thus appointed shall, within thirty days after the appointment of the one last appointed, jointly appoint a third arbitrator. The controversy shall be submitted to the three arbitrators in such manner as they shall direct and their decision, or the decision of a majority of them, rendered in writing shall be final, conclusive and binding upon the parties. In the event that a second arbitrator shall not be appointed as above provided, or the two arbitrators first appointed shall fail to appoint a third,

(page 8 of original)

application may be made by either party to the United States District Court of Delaware, or to a judge thereof, to designate and appoint an arbitrator or arbitrators, as the case may require. Each party shall pay its own expenses in connection and expenses of the arbitrators shall be borne in such manner as may be specified in their decision in writing.

XIV. This agreement shall inure to the benefit of and be binding upon the parties, and their respective subsidiaries and assigns.

In WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officers.

DYNAMIT ACTIEN GESELLSCHAFT

by Dr. Paul Mueller

Dr. Rudolf Schmidt
DIRECTORS.

RELLINGTON ARMS COMPANY, Inc.

By signed:
PRESIDENT.

Seal

ATTEST:

signed: _____
Secretary.

(page 9 of original)

GERMAN REICH	}	33:
STATE OF PRUSSIA		
CITY OF COLOGNE		
CONSULATE OF THE UNITED		
STATES OF AMERICA.		

On this 2nd day of January, 1934, before me personally appeared Dr. Paul Mueller and Dr. Rudolf Schmidt, they being by me duly sworn did depose and say that they reside at Cologne, Germany; that they are Directors of Dynamit Actien Gesellschaft, of Troisdorf, Germany, the corporation described in and which executed the above instrument; and that they signed their names in behalf of said corporation thereto by order and authority of said corporation.

(Seal)

signed: Bartley F. Yost
Bartley F. Yost.

Consul of the United States
of America.

Service NO. 8 Fee \$2.- Tar.
\$31.

(Stamp)

STATE OF CONNECTICUT:

COUNTY OF FAIRFIELD :

ss.	AMERICAN CONSULATE	
	American	American
	Foreign Service	Foreign Ser-
		vice
	\$ 1.00	\$ 1.00
	Fee Stamp	Fee Stamp

On this 15th day of Dec., 1933,
before me personally appeared C.K. DAVIDS,
to me known, who, being by me duly sworn,
did depose and say that he resides at
Fairfield, Connecticut; that he is the
President of Remington Arms Company, Inc.,

(page 9 of original cont'd.)

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name and the name of said corporation thereto by like order.

signed: _____
Notary Public.

" A CERTIFIED TRUE COPY "

- 9a -
END.

DOCUMENT NO. NI-10963
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

"THIS IS AN UNOFFICIAL COPY"

c/ Mr. W. E. Witsell Mr. R. Betton
Mr. T. F. Morris Mr. W. U. Reininger

Bridgeport Office,

January 23, 1941

TO: MR. D. F. CARPENTER,
From: Mr. A. J. Greene,
RE: SALE of TETRAZENE PRIMED AMMUNITION

to the BRITISH PURCHASING COMMISSION

The further sale of Tetrazene Primed Ammunition to the British Purchasing Commission, or to the Government of The Union of South Africa, or to the Government of Canada, is most undesirable, by reason of our Tetrazene Contract with R.W.S.

Article III, Paragraph (3) of the original contract of November 14, 1929, reads as follows:

"Resin, ton shall not sell military ammunition containing any tetrazene in Germany and in any or all of the countries in the British Empire".

This paragraph of the contract was affirmed in Article XXX of the revision of the original contract made on January 1, 1934. The revised definition of "military ammunition" is as follows:

"'Military ammunition' is defined as ammunition of sizes and types ordinarily used in war and sold directly to - - - a government actually engaged in war or storing the ammunition thus *** purchased for the purpose of war".

There can be little if any question that pistol and revolver ammunition sold at this time to "His Majesty's Government in the United Kingdom"

(page 1 of the original)

is "military ammunition" within the above definition; or that such a sale is a sale "in" a country of the British Empire within the intent of Article III (c) of the contract.

We understand that the Process Division have recommended the use of tetrazene priming in certain ammunition to be sold to the British Purchasing Commission. It appears obvious that this should not be done.

A.J. GREENE,
Patent Attorney.

...VG/s
Mr. Watson:

Pending action on this letter, I suggest
you continue the practice outlined in . . .
.....

DOCUMENT NO. NI - 10964
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

cc: Messrs. D. F. Carpenter
W. T. Ashcroft
J. H. Chasmar
H. R. Iorr
C. W. Holden

Bridgeport Office,
February 10, 1941.

TO: MR. E. C. HAILEY
From: Mr. A. J. Greene
RE: TETRAZENE PRIMED MILITARY AMMUNITION.

Reference is made to Mr. Rutherford's letter received by us February 7th, Subject: "Visit to Remington Arms Company of Mr. Fitzgerald, A.C. Spark Plug Company! This letter indicates that the use of non-corrosive priming for test ammunition may receive serious consideration, the object being to eliminate the work and expense of barrel cleaning after tests with chlorate primed ammunition.

In the event that the use of tetrazene in such non-corrosive priming is contemplated, attention is invited to the following requirements of our tetrazene contract with R. W. S.:

1. Tetrazene priming cannot be used in ammunition sold to the British Government or to any of the countries of the British Empire.
2. With respect to sales of tetrazene primed military ammunition, we pay a royalty of one per cent of our net selling price, and the royalties thus paid are not included in the maximum of \$250,000, which is payable with respect to commercial ammunition.

cc:
D.F. Carpenter
W.T. Ashcroft
J.H. Chasmar
H.R. Iorr
C.W. Holden

A.J. GREENE,
Patent Attorney

AJG/hb

"A CERTIFIED TRUE COPY"

(Page 1 of original)

AFFIDAVIT OF WALTER JACOBI

WALTER JACOBI, being duly sworn, deposes and says:

I have stated in a previous statement the facts relating to my association with I. G. Farben. In that affidavit I indicated my connection as a representative of I. G. Farben, with the Nitrogen Syndicate and the International Nitrogen Cartel. This affidavit sets forth the facts in connection with the International Nitrogen Cartel and I. G. Farben's participation therein.

At the end of the first World War the three main sources of nitrogen apart from Chilean nitrate which had to be imported available to the German agriculturists were: the products derived from synthetic ammonia produced in the plants of the Badische at Oppau and Mannheim; the products derived from ammonia produced as by-product from the coke oven plants and gas works; and calcium cyanamide. The total German post war production capacity was by far greater than the prewar capacity due to the increase of facilities which had taken place during the war. Although it was anticipated that the demand for nitrogen for agricultural use would also be greater than before the war, nobody could foresee what would be the effect on the market, not only of the heavily increased production but also of the new fertilizers in forms which had never been offered before. In this situation the three producing groups mentioned above formed, in 1919, a sales combination called the "Nitrogen Syndicate" for the purpose of stabilizing the domestic market. The producing group (synthetic nitrogen represented by Badische, gas-plant nitrogen represented by the heavy industries in the Ruhr and Upper Silesia districts, and calcium cyanamide represented by the Bayerische) was represented by a Managing Director. The members of the Syndicate pooled and effected their sales through a central sales agency where sales, quotas and prices were

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fixed. The Syndicate was by various agreements periodically renewed and extended. It was broken when the Occupation began in 1945.

From 1919 to 1934 the demand of the German agriculturists exceeded the domestic production of nitrogen fertilizer. It was only after 1926 that small quantities of nitrogen became free for export. The export price was higher than the domestic German price. Before Germany entered the export market, the total demand for nitrogen fertilizer in the world market had been covered almost entirely by Chilean nitrate, British manufacture of N-product nitrogen, and a relatively small amount of Norwegian nitrate produced by a special new process.

The appearance of German production on certain world markets caused some anxiety in British and Chilean circles. In 1925 at the initiative of the British, an informal price understanding covering only certain markets was reached. In 1929 formal agreements were executed between I. G. Farben and Imperial Chemical Industries Limited, and I. G. Farben a separate agreement with the German Nitrogen Syndicate to protect its agreement with Imperial to the Syndicate Operations.

Meanwhile in 1927, Norsk-Hydro had decided to expand its activities in world market and for that purpose increased their production facilities. After an extensive survey of the various processes in effect in the world they decided to use the Haber-Bosch process of I. G. Farben. Accordingly, in 1927 an agreement was made between I. G. Farben and Norsk-Hydro in which I. G. Farben granted Norsk-Hydro licenses under their patents, and agreed to give them their technical experience and know-how. I. G. Farben also agreed to furnish technical advice in the erection and operation of a synthetic nitrogen factory in Egersund. The end of the Norwegian production of nitrogen fertilizers in all countries except Norway,

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was to be owned by a joint sales organization and both concerns agreed to exchange a certain number of their respective shares and each concern was to be represented in board of the other by one member. Subsequently, Dr. Schmitz became a member of the Board in Norsk-Hydro and Dr. Anbert became a board member in I. G. Farben. Later, I believe in 1941, Dr. Oster also became a member of the board of Norsk-Hydro.

In the Treaty of Versailles the Allied countries had acquired rights on the *patentes* patents and now made use of these rights. The French Government, however, needed the technical assistance of *Indische*. It was considered, therefore, to seek an agreement for such assistance. In or about 1926 *Indische* agreed to furnish technical advice to the French and assisted in the erection of a large synthetic nitro an factory near *Belouan*. Other European countries such as Belgium, Holland, Italy, Czechoslovakia and Poland, had been cut off from the regular supply of Chilean nitrate during the war, built up their own synthetic nitrogen industries. The *Indische* and later I. G. Farben refused, as a matter of principle, repeated requests for patents, licenses and technical assistance. This required intensified research in other countries and finally a French chemist—Claude—and an Italian chemical engineer, *Casale*—had discovered a synthetic process which was patented and licensed. This broke the I. G. Farben hold and further increased the world production capacity. In 1928-1929 it became apparent that it exceeded by far all the sales possibilities.

The Chilean nitrogen industry was particularly alarmed by this development and the Chilean Government sent in the Spring of 1929, a delegation to Berlin which suggested an arrangement which should secure the sale of their products at reasonable prices. A one-year agreement was made first with the German Nitrogen Syndicate and immediately afterwards with the British Imperial Chemical Industry and Norsk-Hydro. It soon became clear

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that the arrangements made so far were no remedies against the future deterioration of the situation on the nitrogen world markets.

In the Spring of 1930 the German Nitrogen Syndicate together with the British and Norwegian industry, invited the European and Chilean nitrogen industries to a conference and submitted at that time proposals for an International Cartel. The conference was held under the chairmanship of Lord Mallett and Dr. Schmitz of I. G. Farben took a leading part in the negotiations which resulted in the establishment of the first international cartel agreement. The German, British, Norwegian, Belgian, French, Italian, Swiss, Dutch, Czechoslovakian, Polish and Chilean industries became members of the cartel and there were informal understandings with the Swedish, Austrian and Japanese industries. Dr. Schmitz of I. G. Farben was unanimously elected president of the International Nitrogen Cartel.

The agreement expired in 1931 and efforts to renew the cartel for 1931 and 1932 were unsuccessful. Then followed a period of open competition and prices fell from 50 to 60 percent. The members got together again and renewed the cartel for successive periods of 2, 3, and 5 years. It was last renewed in August 1934 for 5 years. Dr. Schmitz remained the president of the cartel during its lifetime.

The cartel operated substantially in the following manner: The domestic market of each member was reserved for the national producers of that country. In effect, therefore, the cartel arrangements dealt only with the export market. All production of nitrogen for export was pooled in the cartel through which all sales had to be made. Sales quotas for each member of the cartel were fixed and thus production of nitrogen, at least for use as fertilizer, was controlled. Prices were fixed on a uniform basis so that each member received the same return for

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a fixed unit of nitrogen sold, regardless of what his own cost of production was. This stabilization was accomplished by using sold as the medium of accounting between the members and the cartel.

The cartel arrangement also required each of the members to give to the cartel detailed figures on its production capacity, and monthly figures of actual production and inventory. This information furnished the basis for fixing the sales quotas of the respective members. Dr. Rustefisch, of I. G. Farben, worked out the technical details whereby uniform standards were established upon which the production capacity of each member was determined. He was head of the technical committee of the cartel which visited the plants of the members and conducted an investigation and certified the production capacity of each of the members. This technical committee was empowered to conduct a similar investigation of its members production facilities at any time. Each member knew therefore what the nitrogen production capacity of every other member was.

In 1938, there was much talk of war among the members of the cartel and I recall the following significant events which gave rise to such discussion:—

After the invasion of Austria in March of 1938, I. G. Farben and the German Syndicate asserted that Austria was now part of Germany and should be treated — the International Cartel as being in — to the domestic German market. The other members considered Austria as belonging to the export market and declined to agree that it be considered as the domestic market of Germany. In the renewal in July of the cartel agreement a clause was inserted to take care of the matter which was drawn in such a way as to take care of the situation which arose after the Czechoslovakian invasion.

(page 5 of original, cont'd)

1938 was especially significant, for it was in that year that the German Nitrogen Syndicate advised the International Cartel that it could not deliver sufficient nitrate to meet its full

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export quota and sold its quota rights to the British and Norwegian members. The reason given at the time was that the German consumption of agricultural nitrate had so increased as to leave no surplus available for export, as we all had the monthly production figures of each member, and the members assumed that correct reports were furnished, so in our discussions anticipated a situation in which the German Nitrogen production was being diverted principally for synthetic gasoline and explosives.

After the Munich agreement in September, 1938, the talk of war in the cartel was no longer academic. The International Nitrogen Cartel, with its head office in London, had substantial assets, the beneficial ownership of which was in the members of the cartel, and it was necessary to tell the members that a procedure had to be taken to protect those assets from seizure in the event of war, for England was now to be involved. The members of the cartel on the 10th of December, 1938, agreed that the company, the counterpart of the London company, was set up through the cartel would not be involved in the war. All accounts transferring the bank accounts and assets to the Norwegian company were drawn. Anticipating communication difficulties in the event of war, the members appointed an agent with authority to decide when to transfer the assets to the Norwegian company and when to cancel the cartel. On August 22, 1939, when Ribbentrop went to Moscow, the cartel transferred its assets to the Norwegian company, in accordance with the procedure

(page 6 of original, cont'd)

previously arranged. On September 3, 1939, the cartel was cancelled and liquidated through the forwarding company, Dr. Schmitz. During the period of time was President of the International Cartel, and personally participated in the meetings when these matters were discussed. In addition, he always received the minutes of the meetings and all other notices. Dr. Oster was also informed of these matters.

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I had left Germany, and I. G. Farben in 1935, and from 1935-1939 was employed by the International Nitrogen Cartel in London and the facts related above are known to me as of my own knowledge.

Signed: Walter Jacobi

Sworn to before me this 7th day of July, 1947.

Signed: Morris Jackson
 Attorney, Office of Chief of
 Counsel for War Crimes
 APO. 229649

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COPY

I. G. FARBERINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN A. RH.

Office of Sparte I

REGISTERED

(Translator's Note: Handwritten marginal note:
Original submitted to Director Brendel and
Dr. Pratje)

To

Professor Dr. Kramich
Director Dr. Schneider
Director Dr. von Knorrich
Director Dr. Bueckel
Director Dr. Koldermann.

Dr. Ri/Ruo

29 July 1940

Re: Chemnyco Inc. New York

Our contributions for Chemnyco up to now amounted to \$20,000 monthly. This amount was recently reduced to \$16,000.— Up to now the payment of these monthly amounts of foreign currency was made in accordance with a general permit note of the Reich Ministry of Economy. Lately, the Reich Ministry of Economy has invalidated this general permit note in consideration of measures to save foreign currency, but has for the time being given permission for the payment of the above \$16,000.— for 6 months. The Reich Ministry of Economy has given this permission in connection with the requirement that we describe the significance of activities of Chemnyco Inc. for the guarding of the interests of I.G. U.S.A. in a detailed statement. Attached you will receive a copy of a statement drawn up by us which we have sent to the Finance Secretariat for transmittal to the Reich Ministry of Economy.

Office of Sparte I

(signed) RINGER

Enclosure

Copy to: Director Dr. Mueller-Gumbert,
Director Dr. Goldberg.

(Translator's Note: Handwritten note:
930 Original with Legal Dept.)

(Page 2 of original)

(Translator's Note: Handwritten note:
Enclosure to letter of
Office of Sparte I of 29 July 1940)

I. G. FARBERINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN A. RH.

Office of Sparte I

VERY CONFIDENTIAL

29 July 1940
Dr. Ri/Ruo

Re: Significance of the activities of Chemnyco Inc. for the
the interests of I.G. in the U.S.A.

The expansion of our business connections with the U.S., particularly also with regard to oil and nitrogen in 1930 made it necessary for I.G. to charge an American company, the U.S. & Transatlantic Service Corporation, whose firm name was later changed into Chemnyco, with guarding its interests. The extensive set of tasks which were assigned to Chemnyco through this order and which today constitute practically the sole field of Chemnyco activities, mainly concerned:-

observation of and reporting on technical and sales developments with regard to matters which interest us.

making of connections with interested parties.

conclusion and supervision of agreements.

representation of I.G. in certain legal questions.

advice on tax and customs matters.

assistance to our specialists during occasional visits to U.S.A., etc.

With regard to the organization of Chemnyco it should be stated from the outset that the significance of the tasks assigned to Chemnyco caused I.G. to let Chemnyco have some experienced specialists. The management of Chemnyco is today in the hands of Dr. Karl Hochschweuder, Dr. Carl Mueller and Dr. Rudolf Ilgner, who used to work for us, as well as an American jurist. For several compelling reasons, the Chemnyco is by a purely American independent company whose function is merely to advise I.G. The gentlemen mentioned above have left I.G. and are not connected with it through any contracts.

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The tasks assigned to Chemnyco by I.G. are at present still essentially the same as those briefly sketched above; some of them are described in more detail below; in connection with this it should be noted that the significance of the various tasks varies:-

1. Chemnyco has to follow technical developments in the fields which interest us carefully and to report to us currently about the newer developments so that we are enabled to check the direction of our work and the state of technical development achieved by us all the time. This particularly applies and is of increased importance with regard to the processing of oil; in this connection very extensive development work is naturally being done by the large companies in the mineral oil country U.S.A. To give some examples, it was in the first place of importance to us to obtain more detailed knowledge about the mineral oil processing methods with a view to the application of our hydrogenation process for this. Later on the production of high-class lubricants gained in importance and the information received about this helped to advance our own development work. As far as the latest period is concerned, we should merely like to mention the methods for the production of high-class gasoline, particularly aviation gasoline, through the production of iso-octane or through the introduction of alkyl. It is obvious that systematic reports on this with technical details are of decisive importance to development in Germany. This also applies to such cases where it is merely a matter of being

informed about the state of production achieved in the U.S. and also in the other countries, and of knowing the comparative worth of the products. The methods for processing mineral oil particularly have lately shown a revolutionary change in the American mineral oil industry, for instance through the use of catalytic processes for cracking and for the production of high-class aviation gasoline out of low-class gasolines. By transmitting all this knowledge and these experiences the Chemnyco

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has given the most valuable assistance to our own work, and one may say to the way via the Chemnyco as one of the channels through which important information for the expansion with regard to oil has flowed into Germany. The possibility for obtaining this technical know-how is in most cases provided for Chemnyco by the agreements between I.G. and important oil companies in the U.S.A. listed in (3)

Under present conditions these tasks are of course made very much more difficult for Chemnyco to carry out. Under normal conditions have been restored just this sphere of activity will be of growing importance in view of the probable intensification of mineral oil processing in Germany and will justify the maintenance of such an organization in the interests of the German economy.

Apart from the above examples taken at random from the oil processing field, Chemnyco has to carry out similar tasks with regard to other matters which are of interest to us, such as nitrogen, plastics, and production of chemical products (for instance solvents made from mineral oil products).

2. Chemnyco has to look after the interests of I.G. in the winding-up of a number of agreements, some of which are on a large scale, to discuss questions which come up with our partners in the agreement, to check the licence calculations and to assist in the drawing up of new agreements. The agreements already existing are mainly the following:-

- a) Our comprehensive agreement with the Standard Oil Co. of New Jersey which is known, and which apart from the hydrogenation process also includes other processes for the production of motor fuels, etc.
- b) An agreement with the Standard Oil Development Co. which concerns the joint development and exploitation of new processes for the production of chemical products out of the raw materials of the oil industry (Jasco-agreement).

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The oxydation of mineral oil paraffin, the production of ure (lichtbogen) acetylene from natural gas and the production of certain plastics (Oppanol) from refinery waste gases are covered by this agreement.

- c) An agreement with the Standard Oil Company of New Jersey, Shell and Kellogg on the use of hydrocarbon synthesis (Fischer process in the U.S.) (Hydrocarbon Synthesis Company).

Chemnyco participates actively in the work on these agreements. It for instance provides a representative for the management of the companies concerned, which are affected by the agreements listed in (b) and (c). All the above agreements contain the regulation that the I.G. is in

receive the right to use the inventions and know-how of its partner in the agreements in Germany. In this way it is up to Charnyco to be continuously informed about the developments in the fields covered by the agreements and to look after the transmittal of know-how to I.G. in Germany. The extent to which the agreements have the desired success, and particularly the extent to which I.G. is enabled to make good use in Germany of the experiences gained in the U.S.A. in the fields covered by the agreement, is dependent to a great extent on this activity of Charnyco.

It should further be mentioned that until the outbreak of war, we were conducting negotiations with the important oil companies in the U. S. about a comprehensive agreement regarding new catalytic mineral oil processing methods. The draft of this agreement has already been submitted and has been approved in principle by the parties concerned. When after the end of the war this agreement comes into operation I.G. will receive a certain part of the income from the joint licensing of the contractual rights outside Germany; furthermore I.G. will receive all rights and know-how

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of the parties to the agreement on the fields covered by it for use in Germany free of charge, which means that we in Germany will be unrestrictedly informed about these newer developments in the oil industry. In this respect too Charnyco would have the important task of transmitting to us the experiences of the parties to the agreement and to support the settlement of the probably considerable income from licenses.

3. Charnyco has to check the possibilities for using new products and processes in the U.S. As examples one should name the use of our by-product, and the Claus-Process for the production of sulphur which we improved, in the U.S.A.
4. The work on our patents in the U.S.A. is done by a patent office. Charnyco has the task of assisting us in work on technical questions which are connected with the patents we own. In this connection it should be mentioned that Charnyco also took part in the securing of our patents in the U.S.A. recently.
5. A special working sphere of Charnyco is the procurement of statistical data on matters which interest us.

To summarise, we would like to state that Charnyco has developed into an organization which is indispensable to us for the guarding of our great and widespread interests in the U.S.A., particularly in the processing of our agreements and for the transmittal of technical experiences on matters which are of interest to us. It can be foreseen that these activities of Charnyco will be of increasing value to us after the end of the war.

We do not wish to fail to mention that in the U.S. Charnyco has been exposed to various official investigations into its activities and the kind of its connections to I.G., and in this connection would like to stress the confidential character of the above information.

TRANSLATION OF DOCUMENT No. NI- 11197
(Cont'd)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, WFO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI- 11197.

DOROTHEA L. GALEWSKI
WFO No. 34079

(E N D)

(Page 1 of the original)

Interrogation
of
Dr. Keeler.

17. July 1946
Time: 2:50--3.10 p.m.

- Q. In our discussion this afternoon you told Mr. Devine and myself that it was the intention of the Nazi government to weaken the USA and all other countries by the requirements of chemical warfare weapons and to keep the Wehrmacht supreme in chemical warfare weapons. Is that right?
- A. Yes.
- Q. And you told us that the instrument to carry this purpose out was the I.G.?
- A. One of the instruments.
- Q. To fulfill this purpose of keeping the Nazi army supreme and on the other hand the USA weak, was that it?
- A. Yes.
- Q. What were the other instruments?
- A. The whole German industry.
- Q. The aim of the Nazi Government was that entire German industry was to keep the Nazi army supreme in armaments and the USA weak in armaments? Is that right?
- A. Yes.
- Q. In regard to trade relations of all German industry, heavy industry, light industry, etc. with the USA and all free countries of the world it was always the purpose of the Nazi Government and the industrialists to keep the Nazi Wehrmacht stronger in military weapons?
- A. Yes.
- Q. Every time the German industry and German firms entered into economic relationship with the USA and all other countries, it always bore in mind that the military might of the Wehrmacht is most important and at all times the Wehrmacht must be kept supreme via all other countries including USA?
- A. It was the intention of the government to do so.
- Q. And the industry, finance, etc. were the instruments for carrying out the aims of the Nazi Government?
- A. That is so.
- Q. Who were in charge of this too governmental aspect?

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- A. The agency was the Reichswirtschaftsministerium.
- Q. Who were the representatives of the heavy industry?
- A. Mr. Zenzon; he was also the president of the Reichsgruppe Industrie--of the firm Mannesmann-Rohr.
- Q. And who else?
- A. In the heavy industry? I don't know. Hey is their Vorleser.
- Q. Who was the representative in the chemical industry, the Wirtschaftsruppe Chemische Industrie?
- A. Dr. Ungewitter.
- Q. Were there any I.G. representatives in this Govt.-Industrialists policy making organization?
- A. This organization was subdivided in "Fachgruppen". Von Schnitzler was the representative of the group dyestuffs only and I was his assistant. For the chemicals was Dr. Thraetor for sulphuric acid; for Soda Dr. Amberg, Ludwigshafen.

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- Q. Was he the Auschritz man?
- A. Yes.
- Q. I.G. not only acted as an instrument for the Nazi Government but the officials of I.G. and the representatives of German industry and German finance held also a quasi governmental position and determined German economic and financial policy.
- A. Yes.
- Q. And the far-reaching purposes of the Nazi Government and I.G. and all other industrialists and financiers were used to keep the Germans all powerful vis a vis all other countries, included the U.S.A.
- A. Yes.

I have read the record of this interview and agree that the answers therein given were to the questions of Mr. Tolson et al and Mr. Devine are true.

Dr. Hans Keesen

(Signature)

Director in the German field
(Position in I.G. position)

* A CERTIFIED TRUE COPY *

DOCUMENT NO. 71-7543 (Excerpts)
OFFICE OF CHIEF OF COUNCIL
FOR WAR CRIMES

(page 1 of the original)

Interrogation of : Dr. AUGUST VON KNIERIEM
Date: 16 April 1947
Interrogator : Mr. Morris Machan
Interpreter :
Also Present : Mrs. Mary Kaufman
Reporter : Genevieve Biolsi

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Duplicate
Original
(Initials) A

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(page 2 of the original)

Q. Let us restrict our discussion, Doctor von Knieriem, to the period beginning with 1933, and any questions I ask you will relate to the period after 1933, and unless I specifically indicate that I am inquiring about the period before 1933, just assume that I am referring to a period after 1933. You understand me?

A. I understand you; but just to make it clear how it was after 1933, I wanted to tell you we had changed our procedure.

Q. I think I will be interested in that at the proper time, and if you don't mind I think it will expedite matters if you will please try to confine your

(page 2 of the original, cont'd)

answer as to the matters I am inquiring about. Now, in 1935, I understand the Vermittlungsstelle W was established. Do you recall that?

A. Yes.

Q. Could you tell me the circumstances under which it was established?

A. I can tell you the circumstances quite exactly. About 1933 or 1934 - there should be inserted in the German Criminal Law a new paragraph, a new crime --

Q. You mean there "is inserted" - not "There should be inserted"?

(page 3 of the original)

A. -- there should be inserted, to the effect that everybody in Germany who gave technical or chemical important knowledge to someone abroad, and would so infringe the interests of the Reich, should be punished very severely - more severely even by death. That was the intention to do, and it was made publicly known, that during that time they were changing the Criminal Law. Now, we had a lot of contracts --

Q. May I interrupt for a moment. You said that in 1933 or 1934 there should have put in the Criminal Law and were they about to --

(page 3 of the original, cont'd)

A. They were about to, yes; and a draft of this was printed and published, you see - a draft of the change which they intended to do - to leave it for discussion first.

Q. I want to see if I understand you correctly: About 1933 or 1934 --

A. Yes, one of these years.

Q. The German officials proposed a law --

A. -- And the Ministry of Law published a draft of the intentions.

Q. All right, go ahead.

A. Now, I.G. had a lot of contracts with foreign companies, to which I.G. is bound to give technical knowledge and experiences, and it was a very dangerous thing, at that time - and very often technological people came to me and said, "What shall we do, we are obligated to give this to America, and this to England, and this to France, -- and if this law, which our people now propose to put into effect, will be put into effect, and with retroactive power, which Germany at that time, The Third Reich intended to do, and did some times, then we are liable to the most severe punishment -- what shall we do"; and it was a very hard question for me to answer, because we were under contractual obligation and it would be unfair not to give it; and we

(page 3 of the original, cont'd)

know this, Krauch - and then I arranged talking with Krauch and I said, "This is going to be quite an impossible situation; we must talk it over with the government, and there must be created a place in the government to which we can go and ask - and say, "This is the situation; we must give this, and this, and this knowledge to somebody else abroad; can we do it safely, or will you come with this law." Krauch and I then went to General Thomas -- I think he was Oberst at that time; and he had a meeting. He held an important position in the military.

Q. Was he the economic head of the Wehrmacht?

A. Yes, yes - something like that; and we had a discussion.

(page 4 of the original)

Q. With General Thomas? You and Krauch?

A. Yes. Oberst Thomas. and we told him the whole thing, and he quite agreed, and he said, "Well, it would be a good thing"; and I told him, "But you must create some office or something like that, which comprises the Wehrmacht and the Navy and the Luftwaffe."

Q. An office for central clearance?

A. An office to which industry, especially I.G., could go and ask whether it would be proper to give the knowledge abroad. He promised to think it over, and he said, "Well, I think you are right". But afterwards, it didn't come to anything, and then I.G. did this. We created an office in Berlin, and I.G. office.

Q. When you say, "we", who do you mean?

A. I.G. authorities. I mean, Krauch and I were the

(page 4 of the original, cont'd)

people, etc., who had this talk with Thomas, and we suggested it, I think and I.G. did it. "he, in I.G., I can't say.

Q. Was it discussed before Vorstand?

A. I think it was.

Q. Alright, go ahead, go ahead. - I'm sorry.

A. - And we created an office in Berlin exactly for the purpose that everybody within I.G. who was in doubt whether it would be proper to give technical knowledge abroad, could give it to this office in I.G., and this office for I.G. with these people who were sitting in Berlin, had to give this to this Ministry, and to this Ministry, and to this place; and whether it was alright to show it; and so it worked quite all right, and further on, at the -

Q. This office that you created in Berlin -

A. - That was created - I didn't do it because it wasn't my business; probably Krauch did it. But it came out of this discussion with Thomas.

Q. But is that the Vermittlungstelle W that came out of that discussion?

A. Yes, Vermittlungstelle W meant that it was an intermediate between the different offices of I.G. and the Wehrmacht, with the purpose to clear this question. Now, at the same time we had trouble with patents - whether it was proper to file application for patents abroad; it is the same reason - for technical knowledge - and we used the Vermittlungstelle W in the same way.

Q. To secure clearance?

(page 5 of the original)

A. To secure clearance, whether it would be proper to file applications for patents abroad. Afterwards, some years later, things were handled a little bit different with patents because in the Reich Patent Amt there was created -- there were some people who, in doubtful cases, talked it over with Wehrmacht people -- whether it was proper to file abroad or not. This was the Vermittlungstelle W. And as far as I am concerned, they didn't do anything else than this.

Q. You mean as far as your recommendations were concerned in 1935?

A. Yes, as far as I know, the Vermittlungstelle W didn't do anything else than to function as intermediary between I.G. offices and Wehrmacht offices to clear the doubtful question, whether it was proper to give technical knowledge abroad.

Q. Now, in what year, as you recall, did you and Krauch have this discussion with General Thomas? About 1934?

A. Wait a moment. It was the intention to change the law -- that was either 1933 or 1934 -- and perhaps one or two years were running -- I think about 1933; -- but I tell you, in my files I have put quite exactly a note made about this discussion between Thomas, Krauch, and myself. It is three pages, and I have seen it after the occupation, when I was working with Mr. Luskey on these cartel crimes. I have seen it, and I have also seen a letter which I have written to the Ministry of Justice -- I mean, not personally, but I dictated a letter, I signed it; in this letter I have pointed out that it would be a very dangerous thing,

(page 5 of the original, cont'd)

and hardly a wise thing, to make such a law; and also this letter is in my files in Griesheim. —

May I add just one word: When we were allowed to speak together, when we were together in Kronsburg —

Q. In 1946?

A. From 1945 — July, until October 1946. Then Ter Meer, with the cooperation of the other I.G. people, has sent a very big statement to the Fiat, and in this statement is also half a page about Vermittlungstelle W — just the same as I told you.

Q. All right. Just before you and Krauch went to see General Thomas, did you have any discussion in the Vorstand about the proposed law to make it criminal to divulge to foreign people any economic or trade secrets?

A. I am not quite sure. I can't remember — but it might be possible. This was an important thing.

(page 6 of the original)

Q. It was important.

A. It was important. It was a thing which troubled me immensely.

Q. Which people in I.G. Farben did it also trouble. It must have troubled a lot of people. Who else?

A. Yes; but those people, they put the burden on me, you see.

Q. Who?

A. For instance, technical men who were obligated, under contract with Standard Oil, to give new things to Standard Oil; he came to me and said, "Well, what shall I do?"

(page 6 of the original, cont'd)

Q. Was that the only man who spoke to you?

A. No, no; there were others, probably.

Q. Did Schmitz talk to you about that?

A. I can't remember that. I can't remember that -- but it might be. And it might be that one -- ...

Q. Wasn't that important for Schmitz to know; wasn't he troubled, too?

A. Perhaps he did; I don't know. I will certainly have sent the letter which I have written to the Ministry of Justice; I certainly will have sent that to Schmitz -- I have no doubt.

Q. Do you recall whether it was important enough to discuss at the Vorstand meetings?

A. Yes, it would have been important enough -- and I might have discussed it, I think; I could not tell you; you have all the minutes--

Q. I don't have the minutes; if I had I wouldn't ask you. They may be someplace else. I wouldn't waste my time asking if I had them. What is your best recollection -- that you did, or did not, discuss it in the Vorstand?

A. It think it is more likely that I have told the Vorstand about this because it is too important.

Q. Did any other people in the Vorstand participate in the discussion?

A. But you see, since I am not quite sure, even, whether I have discussed it, I cannot remember whether other people joined.

Q. Did you discuss it with anybody else, other than Krauch? Did you discuss it with Ter Meer? This was an important matter, wasn't it?

(page 6 of the original, cont'd)

A. Yes, it was.

Q. It was a kind of law the Germans were passing?

A. Yes, it was a horrid thing.

(page 7 of the original)

Q. Did you have such laws before, in your experience, in Germany?

A. No, it was a horrid law, and it was an unwise thing, because it was quite impossible to punish men -- because, whether something is to the profit or the damage, of the Reich, you cannot know for the moment that you give the information -- that turns out perhaps ten years later, whether it was or not.

Q. What was the principle of that law; why did they want such a law in? Did anybody in the Ministry of Justice ever discuss it with you and try to give you a reason for it?

A. No, No.

Q. Was it publicly discussed amongst lawyers, and amongst other business men?

A. I don't remember, but it was public. They had some quite wrong ideas --

Q. Who?

A. The government. You see, they were silly in many points -- like children. They had probably the idea that Germany had such a lot of technical knowledge, and science, -- scientific work, much more than others in the world, so that giving it outside would, in every case, be detrimental to Germany -- which was absolutely silly.

Q. Detrimental to Germany? For what purpose? In what sense?

(page 7 of the original, cont'd)

A. Because in giving this to other people, it would -- after the opinion of these people -- be detrimental in an economical sense, you see.

Q. Economical sense, or military sense?

A. No, -- economical sense.

Q. At that time did you understand that law -- that proposed law -- to apply to a danger relating to economics?

A. Yes, yes, yes. But --

Q. --But you also understood that the government was also interested in protecting its secrets in a military sense?

A. I don't think so.

Q. Did you understand it that way at that time?

A. I understood it this way, and I'm not quite remembering the words of the proposed law -- but I understood, detrimental in any way; I mean, it might be either way.

(page 8 of the original)

Q. Could it have been detrimental in the military sense? Did you consider the military sense when you were discussing this with Krauch, and Schmitz, and the other people?

A. No, no, no -- because I don't think that in the proposed law anything was said to that effect. It was just said, to the Wehrmacht -- I mean, -- do you understand these words?

A. I understand very little German. Detrimental to the national interest?

A. Detriment to the national interest -- yes, something like that, and that they were speaking of national detriment.

Q. Did you understand that to be to the security of the German government?

(page 8 of the original, cont'd)

A. No.

Q. What did you understand that proposed law to mean?

A. Quite broad in any way - detrimental. I mean, this could be all, and everything. This could be, for instance, take the case of the German, the economic condition, the economical way - Germany had great profits in exporting the nitrogen. Now, to give the Harber Bosch process abroad, this export would stop, and you would just get a running royalty. — Now it comes back to my mind. In the letter which I dictated, to the Ministry of Justice, I have just given that example. I have just given that example to show you how silly this law was because, in the nitrogen case we acted so as afterwards the German government wanted to do — we did not give technical knowledge abroad. And what was the consequence? After about eight or ten years the whole world was working after some little bit changed Harber Bosch process, and it went just as well as ours, and we didn't get a penny — which, in two cases we had acted otherwise, in France and Norway. There we had given licenses and technical knowledge, and in Norway we built a plant, and we had running royalties on the case from certain people, too, so that at some times it would be very detrimental in the economical respect — not to give technical knowledge.

Q. It would be very detrimental to the German government for them to decline to permit you to transmit that information, is that what you mean?

A. Yes, yes. I didn't make myself clear—

Q. Yes, I think you made yourself quite clear. Let us see if I understand you. You tried to point out to the Ministry of Economics —

A. —If you could find that letter—

(page 9 of the original)

Q. If I had the letter I wouldn't ask you.— You tried to point out that it would be detrimental to the interests of the German state not to permit you—

A. —No, not pointed this out; in the letter, to show an example — it was passed — it was a story of the past — but I gave it as an example, to say once and for all, is it detrimental to give technical knowledge abroad. I give this as an example, why it is detrimental not to give technical knowledge abroad.

Q. Who was put in charge of the Vermittlungstelle W when it was created? Was it Krauch?

A. Well, I had no interest any more in the Vermittlungstelle W anyway; I just wanted to clear this one thing.

Q. All you were interested in was setting it up?

A. No, I didn't mix up with creating this thing. I just wanted to find a way that we could ask somepeople before, whether it was proper to do this, and this, and this; the man in Vermittlungstelle W was Dickman.

Q. Wait, I'm not following— After you and Krauch had that discussion with General Thomas, and after you advised Mr. Schmitz about the discussion, I understand that there— after there was created the Vermittlungstelle W, is that right?

A. Yes.

Q. And it was created to carry out the points that were discussed between you, Krauch and General Thomas, is that right?

A. Yes.

Q. And they did, I.G. did, establish the Vermittlungstelle W for that purpose?

(page 9 of the original, cont'd)

A. For the purpose to have an office in Berlin that people who could run to the different military places to ask --

Q. -- To the different military places to ask? Oh, who was in charge of that office?

A. Well, if you say "in charge", you mean -- as you mean, who were sitting in this office, who was running the office?

Q. No -- above -- the top man.

A. Oh, well, I am not quite sure; probably Krauch, but I am not quite sure.

.....

I YVONNE A. SCHWARZ, Civilian, ETO No. 20108, hereby certify that the above is a true and correct copy of excerpts of Document No. NI-7543 the original of which is in the English language.

25 September 1947

YVONNE A. SCHWARZ
ETO No. 20108

DOCUMENT NO. NI-10786
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 1 of the original)

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WAR MOBILIZATION. Controls & National security.
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no. 4. Pts. 1-2.

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(CONFIDENTIAL-For Release Monday A.M., November 13)

78TH CONGRESS)
2d Session)

SENATE

(SUBCOMMITTEE
(REPORT No. 4

C A R T E L S A N D N A T I O N A L S E C U R I T Y

- - - -

R E P O R T

FROM THE

SUBCOMMITTEE ON WAR MOBILIZATION

TO THE

COMMITTEE ON MILITARY AFFAIRS

UNITED STATES SENATE

PURSUANT TO

S. Res. 107

A RESOLUTION AUTHORIZING A STUDY OF THE
POSSIBILITIES OF BETTER MOBILIZING
THE NATIONAL RESOURCES OF
THE UNITED STATES

- - - -

NOVEMBER 13, 1944

PART I. FINDINGS AND RECOMMENDATIONS

- - - -

Printed for the Use of the Committee on Military Affairs

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CARTELS AND NATIONAL SECURITY

non of Holland, and Boehringer of Germany, all of whom have American subsidiaries, and the French company, Chino. These companies have divided the entire world. They have maintained high prices and endeavored to obstruct the development and marketing of any competitive products and their American subsidiaries have been governed by the same policies. Ciba of Switzerland is represented by Ciba Pharmaceutical Products, Organon joined with Hoffman-La-Roche, Inc., to form Roche-Organon, Inc., and Rare Chemicals represented Boehringer.

Scherin Corporation was forbidden by Schering A.G. to export from the United States. It also agreed to pay heavy royalties to its parent corporation including high royalties on products developed by Schering Corporation itself. Prior to the war the ownership of Schering Corporation was heavily controlled by means of Swiss holding companies. At the same time that the ownership was being concealed arrangements were made to enable Schering Corporation to ship goods to the South American market in place of Schering A.G. and to permit Schering Corporation to ship goods to Germany via South America and Portugal. An elaborate network of dummy corporations was established to carry out these transactions over and through the British blockade. Schering Corporation was given the latest results of German research in order to make it possible to produce in America goods which could no longer be obtained from Germany. It also received full instructions on packing its products so that South Americans

(page 4 of the original cont'd.)

would think that the German Schering was still able to supply its customers. Orders from South America were forwarded through a Swiss agent of Schering A.G. Profits from the South American markets were funneled back to Germany.

The cartel relationship between Schering Corporation and Schering A.G. was severed by action of the Department of Justice and the Schering Corporation is now under control of the United States Alien Property Custodian. Ferro Chemicals was also seized by the Alien Property Custodian and sold to an independent American concern.

I.G. FARBEINDUSTRIE AND ITS RAMIFICATIONS

Of the many giant German combines which have played important roles in German economic warfare against the United States and other countries, the concern most frequently encountered in numerous investigations of international cartels is the colossal chemical trust, the I.G. Farbenindustrie, A.G. (Community of Interest of Dye Industries, Inc.). Although several other large concentrated groups in German industry such as Siemens-Halske, Krupp, and the Vereinigte Stahlwerke have actively engaged in the establishment of cartel relations with non-German industry and in promoting the aims of German economic warfare, their operations have not been so diverse, so wide in scope, nor in general so strikingly effective as the activities of I.G. Farbenindustrie. This combine is, in many respects, the outstanding example

(page 4 of the original cont'd.)

of Germany's cartelized industrial system. To understand the character and purpose of German cartel groups and the methods which they have employed, it is instructive to examine briefly the history, the structure, and functions of I.G. Farben.

The roots of the present I.G. Farben reach back into the industrial revolution of the nineteenth century. Following the discovery of the processes by which synthetic dyestuffs could be manufactured from

(page 5 of the original)

CARTELS AND NATIONAL SECURITY

coal tar, a number of German chemical companies were organized in the early 1860's for the production of coal tar dyes. In consequence of large-scale research programs, of direct assistance and subsidy which they received from the German Government, and of cooperation with various German universities in the training of scientists and research workers, the German firms in the synthetic dyestuffs industry achieved a position of virtual world monopoly in the organic chemical field.

In 1904 it was proposed that the dominant firms in the German chemical industry enter into a single consolidated combine. This first community of interests included the Badische Anilin und Soda Fabrik, Friedrich Bayer & Co., and the Aktiengesellschaft fuer Anilinfabrikation, widely known as A. G. A second community of interests, which soon joined its more powerful counterpart was established prior to the First World War and included Lucius C. Bruchning (better known as Hoechst), Cassella & Co.,

(page 3 of the original cont'd)

and Kalle & Co. Close cooperation was maintained among these so called Six Six companies in carrying on chemical research, trade with countries outside of Germany, and control of most of the world's market for organic chemical products. By concerted measures, this early combine successfully prevented the establishment of synthetic dyestuffs and pharmaceutical industries in England, France, the United States, and other countries. It was as a result of research and development conducted by this group that Germany was able at the beginning of the First World War to manufacture synthetic nitrates and thus to escape the effects of a blockade cutting off Germany from Chilean nitrate products.

In 1916 I.G. Farben was reorganized under the rationalization program of Germany's war economy. The six parent firms were more closely integrated, the sphere of their operations expanded, and their functions more closely related to Germany's wartime needs. In 1918 also two important chemical concerns not previously included in the combine of interests were brought into the cartel: Chemische Fabrik Griesheim - Elektron and Carbolsche Fabriken Meissen-Werke.

At the end of the World War in 1918, the I.G. underwent a temporary reorganization, primarily financial in nature. At the end of the period of inflation in Germany a further reorganization and expansion were undertaken. On December 7, 1933, the present I.G. Farbenindustrie was established and incorporated. Among the important additions which were made at that time were the Dynamit-Aktien-Gesellschaft (known as D.A.G.) and Rheinische-Werftindustrie Sprengstoff-A.G., both of which were major producers of explosives and munitions. Since the formal incorporation of I.G. in 1933, numerous other concerns in various fields of the chemical and metallurgical industries have been brought into the combine. At the present time it is estimated that there are a total of

(page 2 of the originals cont'd)

approximately 177 corporate entities comprising I.G. Farben-
industrie. The concentration of productive facilities, financial
resources, accumulated technological skill, and operating
efficiency of I.G. have been primarily responsible for its promi-
nence in German industry since the First World War. Its size and
its power have enabled I.G. to wield great influence over the
German Government and in turn to act as an agent of the German
Government in conducting economic warfare.

(page 5 of the originals)

CARTELS AND NATIONAL SECURITY

The world - wide affiliations and connections which I.G. has entered into range over a score of industries and hundreds of separate non - German concerns. The fields of production in which I.G. has either exercised monopoly control or has been a major factor include acetates, pharmaceuticals, artificial fertilizers, explosives, petroleum, synthetic rubber, aluminum, plastics, photographic products, building materials artificial textiles, specialized machinery, and technical equipment, and numerous other equally strategic branches of manufacture.

Among the major concerns in world industry with which I.G. has entered into cartel agreements or trading contracts are Standard Oil (now Jersey), the Aluminum Co. of America, E. I. du Pont de Nemours, Imperial Chemical Industries, the Dow Chemical Co. of the U. S., Establishment Kuhlmann, the principal French chemical company, the Mitsui interests of Japan, and other leading industrial groups throughout the world. In addition to these ties with powerful non-German interests, I.G. prior to the present war had numerous subsidiary companies in various countries such as General Aniline and Film in the United States, I.G. Chemie in Switzerland, the Ansa Chemical Co. of Italy, and numerous similar operations branches outside of Germany.

LIST OF AMERICAN COMPANIES REPORTED IN 1937 AS HAVING CARTELS

AGREEMENTS WITH I.G. FARBENFABRIKEN ¹

Advance Solvents & Chemical Ciba Corporation	Clymax Molybdenum Co.
Agfa Anaco Corporation	Davis Emergency Equipment Co.
Aluminum Co. of America	Dow Chemical Co.

(page 6 of the original cont'd)

American Active Carbon Corporation (Columbus, Ohio)	Du Pont Cellulose Co. E.I. du Pont de Nemours Co. (Wilmington, Del.) Eastman Kodak Co.
American Cyanamid Co. (New York)	
American I.C. Corporation (New York)	Ellis-Flotation Co., Inc. (New York)
American Magnesium Corporation	Ellis-Foster Co. (New Jersey) Ethyl Gasoline Corporation (New York)
American Solvent Recovery Corporation	Farrecoat Corporation of America.
Anaco Photoproducts, Inc.	Fichtbur, Yarn Co.
Baker & Co. (Newark)	Fry's Engineering Co.
Ball & Sewell Co.	General Aniline Works (New York)
Barnuth, Lenz & Co., Inc.	
Born Aluminum & Brass Corporation	General Chemical Co. (New York)
Calco Chemical Co.	General Dressing Co. (New York)
Carbide & Carbon Chemicals Corporation	General Motors Research Corporation
Central Scientific Co. (Chicago)	General Tire & Rubber Co.
Chemagro Inc., New York	Goodyear Tire & Rubber Co.
Chippman Chemical Co.	Grasselli Chemical Co. (Ohio)

1. Adopted from Summary of Cartel Agreements of I.G. Farben which follows.

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ECONOMIC AND POLITICAL ASPECTS
OF INTERNATIONAL CARTELS

by Corwin D. Edwards

A STUDY MADE FOR THE
SUBCOMMITTEE ON WAR MOBILIZATION
of the
COMMITTEE ON MILITARY AFFAIRS
UNITED STATES SENATE

Pursuant to

S. RES. 107

A RESOLUTION AUTHORIZING A STUDY OF THE
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ECONOMIC AND POLITICAL ASPECTS OF CARTELS

Benzyl cellulose are held by Eastman, which will prevent our exploitations of this product. We have, therefore, advised I.C.I. that we have no interest in their developments in benzyl cellulose and they are accordingly free to make any arrangements they see fit with Courtaulds.

Had benzyl cellulose been a matter of real interest to us and free from outside patent complications and had I.C.I. held valid patents in the United States and other countries, both I.C.I. and ourselves would have been in a difficult position. We could have claimed, under the agreement, exclusive rights in the United States for the manufacture of benzyl cellulose and its application to all agreement industries. Depending on the terms of the patents, we might or might not have been able to utilize these patents in the Rayon and Cellophane industries but would probably have arranged with I.C.I. for such inclusion on the proper terms. If the patents covered the use of benzyl cellulose in Rayon and Cellophane, I.C.I. could not realize on them except by going into the manufacture of Rayon and Cellophane in their exclusive territory (which they did not wish to do) or by licensing some other manufacturer, like Courtaulds. This again would involve the possibility of disclosure of Courtaulds to American Viscose Company. We, for our part, would be acting the part of dog in the manger if we object to I.C.I. licensing Courtaulds. We would then have been faced with a conflict of interests which

(page 3 of original continued)

could only be settled by some practical arrangement of all three quite independent of the du Pont-I.C.I. Agreement.

In some cartelized industries, the division of fields has been carried so far that each concern is believed to have a vested right in all of its existing fields of manufacture, and the introduction of an additional product is regarded as subject to the veto of those already making similar commodities. In July 1938, in a letter to Sterling Products, I.G. Farbenindustrie declared:

The statement of Mr. Bobet, the representative of Hoffmann-La Roche, to the effect that there is an agreement between German and Swiss firms of the chemical-pharmaceutical industry for the protection of original preparations which are marketed by the individual members of the group, is correct. This agreement provides that products which compete with the original products of members of the association and their subsidiaries or affiliated firms shall not be introduced in any country throughout the world. This protection is for the duration of the patent. We are of the opinion that the statement made by Mr. Bobet that his firm contemplates the introduction of a synthetic Epinephrin in the United States is not in conformity with the regulations of the "Frein" agreement, as we are now marketing a synthetic Epinephrin preparation under the name of SUPHAPRESIN, which is embraced in the "Frein" agreement. We have taken the matter up with Hoffman-La Roche, and will report to you further in this regard as soon as possible.

(page 3 of original continued)

CARTELS AS DEVICES TO RESTRICT PRODUCTION AND TECHNOLOGICAL
CHANGE

1. Restriction of capacity to produce. - Closely related to limitation of supply is restriction of new industrial capacity. Such restrictions are often undertaken when existing capacity is partly idle and there is a likelihood that new capacity will mean either larger production and declining prices or a further reduction in the output of established plants. Sometimes efforts are made to delay the construction of efficient plants to replace obsolescent ones. Sometimes restriction is intended to retard the development of a substitute product which might permanently reduce the market for an older product. Sometimes the primary concern is to keep out of the industry enterprises which might be unwilling to collaborate in cartel policies. Often a restriction is intended to deal with two or more of these problems at once.

In the nitrogen industry, European producers of synthetic nitrogen have resisted the construction of new plants in the United States for

(page 4 of original)

fear of so-called overproduction, while Chilean producers of natural nitrates have resisted the substitution of the synthetic for the natural product. Expanded synthetic nitrogen production during the First World War led to the formation of a European cartel to pool and divide sales. An agreement between this European cartel and the organized Chilean producers of natural nitrates fixed sales quotas in the markets of the world. The European cartel was dominated by the so-called

(page 4 of original continued)

D.E.N. group of German, English, and Norwegian producers, and this group in turn was dominated by I.G. Farbenindustrie. I.G. Farben attempted to prevent the development of productive capacity for synthetic ammonia in the United States by the Hercules Powder Co. and the Atlas Powder Co. In 1933, Hercules attempted to obtain a license from I.G. in order to construct an ammonia plant. I.G. refused, and later explained that --
***** because of our other nitrogen interests we were not in a position to permit your firm to use our process and experience for the production of hydrogen and ammonia synthesis.

Three years later, in April 1936, a similar request again received a negative answer from I.G.:

We have again reached the conclusion that, because of our other interests in the nitrogen field, we are not in a position to put at your disposal the experience you desire.

In December 1939, after the outbreak of war in Europe, the Atlas Powder Co. proposed to build a plant for the production of synthetic nitrogen. I.G.'s American agency, Chemnyco, reported to I.G.:

The project of Atlas Powder Company is analogous to the project of Hercules. It will be carried out irrespective of whether or not you will give Atlas a license and technical advice. We do not know whether under these circumstances you would still refuse to promote in any way the building of basic nitrogen plants in the United States.

(page 4 of original continued)

Faced with this situation, I.G. resumed negotiations with the Atlas Co. about granting a license, but apparently only in a final attempt to delay Atlas' construction of a plant. The negotiations were broken off abruptly in the middle of 1940, at which time the American agent of I.G. wrote to Atlas:

I.G., for the time being, are not in a position to grant a license. To their regret they are also not able to indicate at what future time negotiations on this matter might possibly be resumed.

The fear of synthetic nitrogen by the Chilean producers has been conspicuous during recent months. There are evidences of concern lest synthetic nitrate plants be constructed abroad by American capital after the war. According to press reports, steps have already been taken to forestall the development of a market for the synthetic product in nearby Argentina. In April 1943 an agreement was concluded between the Government of Chile and the Argentine Government providing that in return for storage of 10,000 metric tons of Chilean saltpeter in Argentina and delivery of a small quantity of iodine, the Argentine Government would undertake to buy only natural saltpeter for industrial and agricultural consumption and to abstain for 10 years from erecting a synthetic nitric acid plant unless forced to do so by considerations of national defense. The Argentine Government also undertook to allow imports of synthetic nitrates only "for well-founded and justifiable uses."

The effort to prevent the development of production by new con-

(page 5 of original)

cerns is illustrated in a patent agreement between International General Electric Co. and Allgemeine Elektrizitaets-Gesellschaft, relating to electrical apparatus:

(4) When an invention relating to such fields is offered to either party with due notice from the other party that such invention is of particular value to the party offering the same, the party to whom it is offered agrees to use its best endeavors to obtain such patent or patents in all countries of its exclusive territory, so that, as far as the patenting of such inventions is concerned, third parties may be restrained from manufacturing within its exclusive territory for export into the nonexclusive territory. * * *

The desire of a dominant company to limit expansion to concerns which can be trusted to observe cartel agreements is illustrated by the following quotation from the files of the New Jersey Zinc Co.:

We wish to help stabilize the zinc industry and not to add to the demoralization already by indiscriminate licensing of our own process. Our policy in this country, therefore, is to license only approved companies who are willing not only to explain their plans and disclose their standing in the industry to us but who, we feel sure, will handle the license to the best advantage of the zinc industry as a whole. Also, we license the production only of metal of a quality not better than Brass Special and of limited tonnage. * * *

(page 5 of original continued)

Productive capacity in the American magnesium industry was restricted before the present war by a cartel arrangement in which each participant accomplished a different purpose. The Aluminum Co. of America prevented the development of magnesium as an important substitute for aluminum. Dow Chemical Co. avoided the construction of competing plants which might have jeopardized Dow's high prices. I.G. Farbenindustrie avoided the risk of American exports to Europe. In 1927, Dow Chemical Co., made an agreement with the Aluminum Co. of America by which the Aluminum Co.'s subsidiary, American Magnesium Corporation, ceased to produce, purchasing all its requirements from Dow. Subsequently, to prevent I.G. Farben from establishing magnesium plants in the United States, the Aluminum Co. made an agreement with I.G. Farben in 1931 by which the magnesium patents of the two companies were pooled in Magnesium Development Corporation. The agreement provided that in no event could the United States production exceed 4,000 tons yearly without the consent of I.G. Farben. Two years later, after a patent infringement suit had been instituted against Dow by M.D.C., Dow agreed to supply the requirements of American Magnesium Corporation at less than market prices, and in return for this undertaking the patent pool abandoned plans to construct a magnesium plant. The effect of the series of contracts was to close the existing plant which had been competing with Dow and to prevent the development of new capacity operating under the I.G. Farben patents. Moreover, Dow undertook not to export to Europe except a specified quantity to a designated licensee.

(page 5 of original continued)

Similar restrictions were developed in the fabrication of magnesium in the United States by an arrangement under which the same cartel members cross-licensed each other but interposed obstacles to fabrication by others. American Magnesium Corporation issued no sublicenses. Dow refused many applicants and limited the activities of such fabricators as it tolerated. For example, it required its licensees to buy their magnesium from it exclusively, restricted each sublicensee to a particular type of foundry operation, prohibited sublicensees from soliciting certain designated customers, and in effect excluded certain sublicensees from particular sales areas.

(page 6 of original)

ECONOMIC AND POLITICAL ASPECTS OF CARTELS

In consequence, the production and use of magnesium in this country lagged far behind the development in Germany and there was a serious shortage of experience and equipment for fabricating magnesium at the outbreak of the present war.

2. Restrictions upon invention and technological change. Desiring to limit expansion of output and avoid the development of uncontrolled substitute processes, cartels are necessarily suspicious of new technological developments. They readily undertake research to discover new uses for their old products but often discourage the development of new processes or new products. However, since one of the most prevalent forms of cartel arrangement is that which depends upon local patent monopolies and interchange of

patent

(page 6 of original continued)

patent licenses, cartel members are interested in promoting the inventive process at least to the extent necessary to maintain and extend their patent position. Patents are weapons against outsiders; and the concern with the most and the best patents, other things being equal, has the greatest bargaining power in the cartel. There is rivalry in obtaining patents and hence rivalry in invention. The result is a peculiar mixture of emphasis upon invention, joint use of new processes, and efforts to prevent the application of these processes in ways which might impair prices or profits.

The point of view of many cartel members was thus expressed in 1927 by Sir Alfred Mond, organizer of Imperial Chemical Industries:

As there is no monopoly in inventions, nobody can say whence the next great idea will come - whether from Britain, America, Japan, Italy, France, or elsewhere. This fact implies that at any moment it might be within the power of any one country to project a new idea which would at once disconcert the whole world balance of industry. This instance gives rise to the natural desire in the interests not only of the leaders of industry themselves, but of the world at large, to cooperate with all those working on similar ideas, so as to pool the results of invention and research and to bring to bear, as speedily as possible, and in every civilized country, the economic rate of production. * * *

A fact which is not yet clearly understood is that the practice of regarding trade processes as a jealous secret is out of date.

Modern

(page 6 of original continued)

Modern methods require an exchange of information and the fruits of research between all engaged in the same industry.

In the desire to improve their patent position, large international concerns, which, acting together, can enjoy a monopoly of power based upon patents, usually spend substantial sums upon research. There is little doubt that the systematic conduct of experiments within a field of research which has already been laid out is expedited by such expenditures. There is dispute as to whether the routinized research of these large companies is equally successful in producing the basic inventions which open new fields of inquiry. Moreover, it is obvious that many of the inventions which take place in patent-controlled industries are not intended for industrial use, but are for the purpose of fencing-in an industrial field: that is, patenting the process in order to prevent others from making use of the invention. For example, a communication from a du Pont executive to Imperial Chemical Industries in 1937 declares:

The second of our dielectric cases covers the use of chlorisopropyl benzenes as dielectrics. In the course of our work it was found that these materials were of sufficient value to be a distinct competitive threat, provided the raw materials should become available at sufficiently low cost. The application was filed as an insurance application to secure that protection might be available but without expectation of future commercial use.

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ECONOMIC AND POLITICAL ASPECTS OF CARTELS

German concerns in possession of military information were usually more careful under the Nazi Government to take precautions against the transmission of secrets abroad. In 1933 Bavarian Motor Works was producing air-cooled aviation engines under a license from Pratt & Whitney which provided for a royalty of \$200 per engine and for semiannual statements as to the number of each model manufactured, shipped, sold, leased, or used. In March 1934 the royalty provisions were modified by the substitution of a lump-sum annual royalty of \$50,000. An explanation of the change was made public during the munitions investigation of 1934:

I pointed out that we were not interested in modifying the present B.M.W. agreement and that we would like to have a written request for such modification with the reason therefor. Mr. Hamilton stated he knew the reason, but B.M.W. was not willing to put it in writing, that reason being that they did not want to reveal the number of engines manufactured.

Similarly, Robert Bosch expressed its unwillingness in 1937 to inform Bendix Aviation Corporation as to its production of aviation starters, which are necessary to the operation of high-powered aircraft. In a letter to a vice president of Bendix, Bosch declared:

Our Mr. Rippert explained to you that, for the time being, we find it difficult to mention the actual number of aviation starters produced by us. Inasmuch as the royalty is calculated on the total value of sales, the number of pieces is actually

not

(page 7 of original continued)

not essential for arriving at the total amount which we have to pay to your Company. Consequently, it was understood between you and Mr. Dipper, May 4, 1937, that, for the time being, we will not be required to mention the actual quantities. * * *

In the same letter Bosch explained that deliveries to the Government were billed on an tentative price basis subject to revision in accordance with the findings of the Government's price examination - an obvious indication that the quantity produced could not be computed from the aggregate value of sales. After the outbreak of war in 1939, a fixed annual sum was substituted for the previous monthly payment.

4. CARTELS IN RETARDATION OF STRATEGIC INDUSTRIES OUTSIDE

GERMANY

The effect of various cartel arrangements in strategic industries was also to prevent the development outside Germany of a substantial production of some of the most important new materials of war. This was the direct and necessary consequence of policies of restriction of output, restriction of new capacity, and suppression of new technology, such as are characteristic of cartels. It is difficult to determine the relative influence of ordinary monopolistic purposes and deliberate military planning in the pressure exerted by German concerns to restrict industrial development outside of Germany. It is clear in most cases that non-German concerns acted for business reasons, without consideration of the military implications of their policies. What-

over

(page 7 of original continued)

ever the motive, however, the result was to retard the development of strategic industries.

During the 1930's I. G. Farben and Standard Oil Co. of New Jersey each developed a type of synthetic rubber. These types were known respectively as buna and butyl. Early in 1938 Standard gave I. G. full technical information about its butyl rubber in return for I. G.'s promise to endeavor to get permission from the German Government to give Standard information about buna. In April 1938 a

(page 8 of original)

memorandum for Standard's executive committee reported that technical information from I. G.

... has not been forthcoming as a result of the German Government's refusal, because of military expediency, to permit I. G. to reveal such information to anyone outside Germany.

Fearing that alternative processes might be perfected by American companies, Standard pressed I. G. for speed and meanwhile sought to retard the development work of other companies. Frank Howard of Standard wrote in April 1938:

Our primary objective in our talk with the Goodyear and Dow people was to convince them of our good faith and our willingness to cooperate with them, in order to avoid having them

proceed

(page 8 of original continued)

proceed prematurely with an independent development which would make it impossible to bring them into any general plan later. In another letter in the same month he said that he was pressing for permission from I. G. to talk informally with various rubber manufacturers:

Until we have this permission, however, there is absolutely nothing we can do and we must be especially careful not to make any move whatever, even on a purely informal, personal, or friendly basis, without the consent of our friends. We know some of the difficulties they have, both from business complications and interrelations with the rubber and chemical trades in the United States, and from a national standpoint in Germany, but we do not know the whole situation - and since under the agreement they have full control over the exploitation of this process, the only thing we can do is to continue to press for authority to act, but in the meantime loyally preserve the restrictions they have put on us.

Later in 1938 there was some discussion of a German idea for sale of the buna process to the international rubber cartel, and Standard's executive committee was warned that this course -

• • • would probably mean the process might be buried in the interest of maintaining a market for natural rubber.

In October 1938 Standard was informed that the German Government

(page 8 of original continued)

ment would permit technological information to be transmitted, and in the spring of 1939 I. G. actually supplied small quantities of buna for experimental purposes. In 1940, in accord with a general arrangement between Standard and I. G. for the readjustment of their interests during the war, the buna patents in the United States were assigned to Standard. However, in spite of the promise in 1938, I. G.'s technical information was never supplied.

Within the United States the use of Standard's buna patents in the defense program was delayed by a controversy as to terms under which they were to be licensed to other companies. After exploring the legal possibilities of concentrating all synthetic rubber production in a single corporation, the ownership of which would be shared between Standard and the principal rubber companies, Standard decided to license patents to the four leading American rubber manufacturers. The proposed license was described as follows by Standard:

There is no limitation at all on the output or any attempt to control the prices. The one limitation which is important is that the licensees do not obtain the right to resell rubber for special purposes (uses other than tires and tubes). We are willing to license any tire manufacturer to make such rubber for specialty purposes for his own consumption, but we are already in the business of taking this rubber ourselves, and we intend to reserve for ourselves under the patents right to sell to rubber manufacturers who do not wish to (or are economically unable to) manufacture the product for themselves.

(page 9 of original)

In addition, Standard required each licensee to license back to Standard all of his own developments in the buna field. This provision would have given Standard more complete access than its licensees to the latest buna technology and would have prevented any producer but Standard from producing the entire range of synthetic rubber products. Standard's position was to be further strengthened by royalties varying from 3 to 7 percent of the sale price of the products.

Firestone and United States Rubber accepted such licenses but Goodyear and Goodrich rejected them. In the fall of 1941 Standard filed suit against Goodrich for infringement of patent and cabled to I. G. for help in the suit. In December, after the United States entered the war, the suit was dismissed and Standard joined in a patent pooling arrangement as to buna which was worked out under the auspices of the Rubber Reserve Company. In 1942 a consent decree consequent upon an antitrust proceeding required Standard to grant unrestricted licenses without royalty during the emergency and at reasonable royalty thereafter.

The effect of Standard's dealings with I. G. in the synthetic rubber field was that the Germans obtained information about butyl in 1938 but Standard obtained I. G.'s patents only in 1940 and was forced to develop its own know-how without I. G.'s help. Even after the patents became available, full use of buna technology in the United States was delayed for about a year and a half during negotiations as to the extent to which Standard should dominate the future production of the product.

(page 9 of original continued)

In the case of magnesium, a cartel arrangement between I. G. Farbenindustrie, the Aluminum Co. of America, and Dow Chemical Co. established Dow as the sole producer of the metal in the United States. A high-price policy, followed by Dow for its own purposes and under pressure of the Aluminum Co.'s insistence that Dow not offer a cheap substitute for aluminum, kept the output small. In 1938, when German production had reached 12,000 tons, United States production was only 2,400 tons. Moreover, Dow's exports were limited to a specified amount to a single customer in Great Britain, and to certain quantities which I. G. Farbenindustrie agreed to buy. Dow might not otherwise export to the European Continent.

In the case of beryllium, the Beryllium Corporation of America negotiated with the German firm of Siemens-Halske for nearly 3 years in an endeavor to find out who controlled the Siemens-Halske patents and to obtain rights under these patents. In 1934 a crosslicensing agreement reserved the European rights for Siemens and thus prevented any sale of American beryllium in England. The contract was altered to permit such sales by the Beryllium Corporation after the British Government had threatened to invoke its Compulsory Licensing Act against the patents of both companies.

In the case of aluminum, soon after the Nazi Government took power German aluminum producers, apparently acting under governmental pressure, insisted that they must no longer be bound by the

restrictions

(page 9 of original continued)

restrictions imposed upon production by the international aluminum cartel. The apprehension of aluminum producers in other countries lest the increased German output reduce the European price was allayed by an agreement that if there should be any increase in German exports it would be fully offset by an equivalent increase in Germany's imports. Thus the cartel continued its price protection.

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(END)

MILITARY TRIBUNAL NO.

CASE NO. *11*

Prosecution Document Book No. *XXXXII*

44

English



INDEX TO DOCUMENT BOOK 44

COUNT I-G

FARBEN carried on propaganda, intelligence, and
espionage activities.

Document Number	Exhibit Number	Description	Document Book Page
NI-10933		Excerpts from "The Voice of Destruction" by Herman Rauschning containing Hitler's comments on the purpose of propaganda.	1
NI-10554		Extracts from "National Socialism", Department of State, 1943 setting for the purpose of the Foreign Organization of the Nazi Party.	6
NI-6833	26	Affidavit by Heinrich Gattineau of 13 March 1947 in which he describes certain propaganda activities of I.G.	14
NI-7805		Affidavit by Walter Jacobi of 7 July 1947 concerning attempts by I.G. Farben to counteract hostile propaganda against Germany in the U.S.	18
NI-10921		Excerpts from Testimony of Ivy Lee before the House of Representatives, Subcommittee of the Special Committee on Un-American Activities of 11 July 1934 in which Ivy Lee discusses circumstances and nature of arrangements made with I.G. Farben for propaganda program to combat hostility to the Nazi activities.	24
NI-1105		News release dated 30 October 1933 concerning the opening session of the Publicity Board of the German Economy organized by the Propaganda Ministry; Gattineau, Lann and Schnitzler appointed members of the Board.	53
NI-880		Correspondence during May and August 1934 concerning the appointment of W. Schnitzler as member of the Aufsichtsrat of the Publicity Board of the German Economy.	

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<u>Document Number</u>	<u>Exhibit Number</u>	<u>Description</u>	<u>Document Book Page</u>
NI-828		Report of the German Foreign Club dated 19 and 28 July 1939 by Pietzsch, head of the Reich Economic Chamber, to members of the Reich Chancellery on the international meeting during Kiel Week in 1939 in which it is noted that the meeting was organized for the first time in 1938 by Max Hagner to bring together leading German and foreign industrialists, and the importance of such meetings in the time of growing political tensions.	53
NI-8698		Two letters from Werner Siering to I.G. Farben Leverkusen of 13 and 20 April 1933 in the first of which he reports about action taken by German organizations in Chile to combat boycott of German products and transmits an extract from a circular letter from Bayer. The second letter informs Bayer of the wide distribution of this extract, its reprint in many newspapers, and the transmission of a supply of these extracts to various consulars in Chile on the advice of the German ambassador.	83
NI-9897		Letters of 29 July and 18 August 1933 between Bayer representatives in Uruguay and Bayer, Leverkusen, in which Bayer is informed of a request by the German Embassy to distribute a propaganda magazine in Uruguay, and Bayer's approval.	47
NI-10267		Letter from Mann to Management of the Winthrop Chemical Co. of 14 December 1933 transmitting a circular letter which was sent to all representatives abroad describing Nazi rise to power, the economic and political conditions prevailing under the new regime, and requesting that Winthrop and its	83

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Document Number	Exhibit Number	Description	Document Book Page
		personnel collaborate in the dissemination of this information; excerpts of the circular letter.	
NI-8420		Excerpts of minutes of a Bayer Director's meeting of 23 January 1934 in which it was noted that propaganda, including Hitler's speech to the Reichstag about the German people's readiness for peace, was mailed to about 16,00 physicians in Brazil.	3
NI-8424		Excerpts of minutes of a Bayer Director's meeting of 16 May 1934 in which it was noted that French pamphlets of Hitler's speech sent to Belgo Pharmacy were confiscated by the Customs Administration on their arrival in Brussels and delivered to the Public Prosecutor's Office.	4
NI-8421		Excerpts of a Bayer Director's meeting of 13 February 1934 in which reference is made to a circular letter of the Directors to agencies abroad to the effect that advertisements in newspapers hostile to German Reich were to be stopped immediately.	5
NI-8422		Excerpts of minutes of a Bayer Director's meeting of 27 February 1934 in which it is stated that demand must be made to representatives and agents abroad to refrain from political activities against the German Reich and that employees abroad make verbal pledges to that effect.	6
NI-1610		Letter from Bayer representative in Rio de Janeiro to Bayer, Leverkusen of 26 September 1934 stating that he has agreed to contribute monthly to an agency established in cooperation with the German Embassy, the local chapter of the NSDAP, and the German Chamber of Commerce to combat anti-German sentiment.	7

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NI-4513		Letter from Heinrich Homann to Bayer, Leverkusen of 5 June 1935 concerning the establishment of a "Correspondence Agency" in Argentina in cooperation with the German Embassy and the local NSDAP to make available news releases of the German Trans-Oceanic Service and secure the placement of pro-German articles in local newspapers; letter of 14 June 1935 from Bayer to the Central Committee transmitting proposal; and letter of 7 November 1935 in which the Political-Economy Department (WIPO) of NS 7 describes the purposes of this agency.	102
NI-6696		Letter from Siering to Bayer of 2 December 1935 concerning the establishment by the NSDAP, Chamber of Commerce, and German large-scale business concerns of a central administration of advertising capital of German firms abroad to direct distribution of these funds through the Press Committee of the Chamber of Commerce in close cooperation with the NSDAP in order to influence press accounts of Germany.	103
NI-070		Letter from Schwartz to the Foreign Office dated 27 January 1937 in which he sets forth some of the points of Ilgen's program to create pro-German sentiment in Latin America.	111
NI-2787		A listing of literature presented by Fardon to Nazi organizations in Latin America in December 1937.	116

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NI-2843		Letter of 23 December 1937 from Ilgner to the Regional Group of the NSDAP of Sao Paulo concerning a gift of a book collection.	133
NI-2802		Letter of 3 September 1936 from Wahle of the National Socialist German Workers Party in Rio de Janeiro to Agfa Photograph Westkott & Co., Rio de Janeiro, acknowledging gift of camera and projector.	145
NI-2790		Letter dated 7 October 1936 from Ilgner to Kuester, Head of the National Group of the NSDAP in Buenos Aires, enclosing as gifts two copies of the "Fuehrer's Book" and referring to gift of movie camera and reproduction apparatus; and letter of 22 October 1936 from Kuester to Ilgner acknowledging gifts.	141
NI-2801		Letter of 15 September 1936 from Spanns of the NSDAP of Brazil acknowledging books and cameras.	143
NI-7338		Correspondence between the Latin America Peru Division of I.G. Frankfurt and the Central Committee of I.G. Farben dated 31 December 1936 and 19 February 1937 concerning an annual contribution towards the promotion of German cultural institutions in Peru.	144
NI-2864		Excerpts from minutes of the Vorstand Working Committee of 11 January 1937 in which it is noted that Goetz submits to the committee a list of annual contributions including contributions to German houses and schools in various countries.	147

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NI-8512		Correspondence between Bayer, the Central Committee, and I.G. Far- ben subsidiaries in Mexico of 17 April 1937 and 24 May 1937 in which referen- ce is made to an agreement by the Vorstand to make a certain contribution to- wards the building of a German high school in Mexico.	150
NI-4865	79	Minutes of a meeting of the Working Committee of I.G. Farben of 21 June 1937 in which Schmitz reports that the Central Committee has made certain contributions to a German university in Latvia and a German school in Kobe, Japan.	154

DOCUMENT NO. NI-10935
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES
E X C E R P T

(page 1 of original)

HERMANN RAUSCHNING

THE VOICE OF
DESTRUCTION

(stamp)
FOUNDED 1938
GPFS

G.P. Putnam's Sons, New York

(page 2 of original)

.....

Hess, at that time Hitler's private secretary, who had retired at the opening of the conversation, here intervened.

"The gentlemen do not seem to understand," he explained, "how Germany, in view of the limited value of technical inventions for warfare, will be able to escape getting bogged again for years in a war of position."

"Who says I'm going to start a war like those fools in 1914?" cried Hitler. "Are not all our efforts bent towards preventing this?"

.....

(page 3 of original)

.....

What is war but cunning, deception, delusion, attack and surprise? People have killed only when they could not achieve their aim in other ways. Merchants, robbers, warriors--at one time, all these were one. There is a broadened strategy, a war with intellectual weapons. That is the object of war, Forster? To make the enemy capitulate. If he does, I have the prospect of wiping him out. Why should I demoralize him by military means if I can do so better and more cheaply in other ways?"

.....

(page 3 of original-cont'd)

"When I wage war, Forster," he declared, "in the midst of peace, troops will suddenly appear, let us say, in Paris. They will wear French uniforms. They will march through the streets in broad daylight. No one will stop them. Everything has been thought out, prepared to the last detail. They will march to the headquarters of the General Staff. They will occupy the ministries, the Chamber of Deputies. Within a few minutes, France, Poland, Austria, Czechoslovakia, will be robbed of their leading men. An army without a general staff! All political leaders out of the way! The confusion will be beyond belief. But I shall long have had relations with the men who will form a new government--a government to suit me.

"We shall find such men, we shall find them in every country. We shall not need to bribe them. They will send of their

(page 4 of original)

own accord. Ambition and delusion, party squabbles and selfseeking arrogance will drive them. Peace will be negotiated before the war has begun.

.....

Our strategy, Forster, is to destroy the enemy from within, to conquer him through himself."

.....

(page 5 of original)

.....

"Will you introduce universal conscription again?"

Linsmayer asked.

"Not only that, but a universal conscription of labor to which Hindenburg's auxiliary conscription will seem a petty half-measure. We need armies, not only highly qualified special formations, but mass armies as well. But we shall not use them as in 1914. The place of artillery preparation for frontal attack by the infantry in trench warfare will in future be taken by revolutionary propaganda, to break down the enemy psychologically before the armies begin to function at all. The enemy people must be demoralized and ready to capitulate, driven into moral passivity, before military action can even be thought of."

.....

"How to achieve the moral break-down of the enemy before the war has started-that is the problem that interests me."

.....

We shall not shrink from the plotting of revolutions. Remember Sir Roger Casement and the Irish in the last war. We shall have friends who will help us in all the enemy countries. We shall know how to obtain such friends.

(page 6 of original)

Mental confusion, contradiction of feeling, indecisiveness, panic: these are our weapons.

.....

(page 6 of original-cont'd)

* : : : :

"I shall never start a war without the certainty that a demoralized enemy will succumb to the first stroke of a single gigantic attack." Hitler's eyes took on a fixed stare, and he began to shout. "When the enemy is demoralized from within, when he stands on the brink of revolution, when social unrest threatens--that is the right moment. A single blow must destroy him. Aerial attacks, stupendous in their mass effect, surprise, terror, sabotage, assassination from within, the murder of leading men, overwhelming attacks on all weak points in the enemy's defense, sudden attacks, all in the same second, without regard for reserves or losses: that is the war of the future. A gigantic, all-destroying blow. I do not consider consequences; I think only of this one thing."

* *

"A CERTIFIED TRUE COPY"

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E N D

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case 6
affidavit No. 10733
173. 17. 24

DOCUMENT NO. NI - 10584
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES
E X C E R P T

Jones B. Donovan
Dr. Alexander J. Parly

NATIONAL SOCIALISM
BASIC PRINCIPLES, THEIR APPLICATION BY
THE NAZI PARTY'S FOREIGN ORGANIZATION,
AND THE USE OF GERMANS ABROAD FOR
NAZI AIMS

Prepared in the Special Unit
Of the Division of European Affairs

by

RAYMOND E. MURPHY

FRANCIS B. STEVENS

HOWARD TRIVERS

JOSEPH A. ROLAND

(Stamp)

- DEPARTMENT OF STATE •
- UNITED STATES OF AMERICA •

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1943

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(page 1 of original)

ORGANIZATIONS EMPLOYED BY THE NAZIS TO REGULATE THE
LIFE AND ACTIVITIES OF GERMANS ABROAD

THE FOREIGN ORGANIZATION

.....

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.....

5. POLICY AS INDICATED BY OFFICIAL PRONOUNCEMENTS

(a) Regimentation of Germans and German Institutions
Abroad

The first task of the Foreign Organization was to
unite the German colonies abroad on a National Socialist
basis. As Gauleiter Bohle stated in the 1943 Almanach
der nationalsozialistischen Revolution, an official
Nazi publication edited by Wilhelm Kube, then President
of Brandenburg:

"Today our fighters abroad were standing at points
which are often desperate. They know, however, first
just as at home, so also abroad, only National Social-
ism can prepare the way for a solid Germanism. Only
National Socialists who are ideologically well trained
can unite the German colonies, which outside of
the homeland are often still divided, and create a
unity in which alone the guaranty for support of the
homeland by foreign Germanism can be given. . . .

"Therefore we need party members abroad who have
mastered our ideology and who are able to communicate
it to other Germans. We know that Germans abroad were
still in part cool to the movement because they do

DOCUMENT NO. 91 - 1055
CONT'D
E X C E R P T

(page 4 of original)

not know what they want. The education of racial comrades who still stand apart has, therefore, been made a special task of the group leaders abroad, and it is pointed out to them that there are still many Germans abroad who are not friendly toward us because they have not understood the will of our Fuehrer, although otherwise they are often valuable German comrades." 15

(Document 24, post p.312)

.....

(page 5 of original)

.....

At the Nazi Party congress in September 1939 at Muenchen, Germany, Bohle was already able to announce:

"Today, barely four years after the seizure of power, we can proudly and joyfully declare that our party comrades abroad have conquered foreign Germanism-conquered it for the National Socialist idea-conquered it without any external pressure-conquered it through the strength of persuasion-conquered it through the words of the Fuehrer in the Reich!" 17

(Document 25, post p.315)

.....

"With regard to the control of the German societies abroad, Bohle declared at that time:

"The work of the many groups and societies has taken on a new significance through the all-encompassing activity of the party's groups abroad, and this work has been shaped in a more fruitful way for the community."

(page 5 of original-cont'd)

"With this presupposition, our societies in foreign countries, which in part have existed for decades and, as one ought to acknowledge, have in many cases performed excellent work for Germanism, constitute an extremely valuable support of the entire work in Germanism abroad." 19

(Document 26-A, post p. 348.)

It will be noted that Bohle set an especially high value on the use of German societies of long standing and good reputation in their respective countries.

.....

(page 6 of original)

(2) National Socialist Racial Community as the Basis for Unification.

Whatever success the Foreign Organization has had in the unification of all Germanism abroad, from the 1930s to the present, doubtless comes from the principle of the German "racial community". As Bohle himself stated at the Foreign Organization's meeting in 1937:

"Without the Fuehrer and his conception, which holds hold of and encompasses all Germans, it would be senseless to attempt unification of Germanism abroad. The German racial community, preached by Adolf Hitler, was the only basis on which a unification of Germanism abroad could have taken place. It is necessary to keep this fact in mind, when on looking back we consider how differently it looks today out there in comparison with the previous period." 21 (Document 26-A, post pp. 347-348.)

DOCUMENT NO. NI - 10554
CONT'D
E X C E R P T

(page 6 of original-cont'd)

In meeting of the Foreign Organization, no address or article of any of its directors, fails to stress the significance of the "racial community" for Germans abroad. At the party congress in 1935 Bohle declared:

"...our Germanism abroad is composed of individual Germans who can only live as Germans if they form among themselves an inextinguishable community and if this community is incorporated in the community which Adolf Hitler has given the racial comrades in the Reich. We believe in the eternal value of the race and the blood and we feel ourselves the appointed protectors of these values in foreign Germanism. A state which is built on the iron laws of blood and race, like the National Socialist Reich, cannot do other than accept its own blood always and everywhere even in the remotest corner of the earth." 25

(Document 25, post pp. 314-315.)

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(page 7 of original)

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In an account of the Fuhrer's talk to Germans from abroad at the 1935 party congress it is recorded that:

"The Fuhrer then expressed the idea that the German people is today not merely a state, but that it has become a racial corpus (Volkskoerper) which is pulsing with a vital and inner life. This is the great thing which National Socialism has given to the German people; that the German who goes to a foreign country

DOCUMENT NO. NI - 10584
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E X C E R P T

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nowadays is not a lost member but remains a living member of the people's community. The individual knows then that his life for the community is not in any sense a lost life but that he can be somehow useful and helpful for the totality of the people even though he may remain abroad. That is the miracle of the National Socialist organization and leadership of the people." (Document 28, post p. 363.)

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(page 8 of original)

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At the same meeting Rudolf Hess stated clearly and bluntly:

"Under the leadership of the Foreign Organization, Germanism abroad is also becoming more and more filled with the National Socialist spirit. The Foreign Organization of the NSDAP has brought together the Germans out there, who even long after the seizure of power were disunited and split by class differences, and joined them with Adolf Hitler's Reich. The National Socialist work for Germanism abroad is maintaining an enormous number of Germans for the nation, who otherwise would be absorbed as cultural fertilizer for other nations." (Document 28-A post p. 352.)

(c) Obligation To Remain Loyal to Nazi Germany

The summons is accordingly issued to all Germans abroad to remain German, and this with its Nazi implications is their prime obligation. At the 1937 meeting

(page 8 of original-cont'd)

Baron von Neurath, then the German Foreign Minister, related this in an old-fashioned way to the notion of protection, saying:

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(page 9 of original)

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"Every German living abroad now knows that even in a foreign country he remains a living member of the German national community. He knows that he can count on the sure protection of his home state for himself and his interests. He will in return also feel within himself the obligation to remain a part of his people and to serve it according to his powers." 31

(Document 26-A, post p.350.)

In a talk at Vienna in 1933, Bohle furnished a more exact statement of the matter when he declared:

"In this, the Foreign Organization has followed wholly new paths; it has deliberately turned aside from the old unsuitable idea of the pure protection of foreign Germanism, a protection which is of no use to the Reich and in one way or another must give Germans abroad the feeling of not belonging to the people of the Reich in the same measure as a racial comrade in the Reich itself.

"For a master race, however, a protection of this kind would be humiliating. The Foreign Organization has, therefore, deliberately begun its work by placing upon foreign Germanism obligations to the new Reich, and it is a

(page 9 of original- cont'd)

cause of pride for our German nationals beyond the borders that almost all of them have joyfully accepted these obligations."³²

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(page 10 of original)

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(f) Professed Harmlessness

Following the usual Nazi practice of bold lying, the Nazi leaders have made repeated professions of the pacific purposes of the Foreign Organization since 1937, when the Foreign Organization was beginning to unfold its fifth-column activities. At the Foreign Organization's assembly in 1937, Bohle declared:

"The attempts to make it appear as if National Socialists abroad were exclusively spies or political agents- principally as the last attempt at a discrimination- one sees recently even in newspapers which want to be taken seriously. It is amusing to read that Germany is training all housemaids abroad as spies and that the Nazi men themselves have as their chief task to transform the foreign countries concerned into Hitler-colonies.

(page 11 of original)

"Because there are still people in foreign countries who believe such things, I should like here especially to assure them that we are not training the housemaids as spies and that we have not ordered the Nazis living abroad to conquer foreign countries."³⁹

(Document 26-A, post p. 349.)

Attempting to pour further ridicule on the same notion, Hess included the following remarks in his address at that meeting:

"From time to time the Foreign Organization of the NSDAP enjoys the especially loving attention of foreign politicians Our youngest party Gau is made to appear a sinister secret organization.

"You, my party comrades abroad, become spiders in the enormous

(page 11 of original- cont'd)

network of espionage. It is really frightening to hear how you bear the poison of fatal doctrines to foreign people and how great world empires are threatened by you, and it is terrifying to hear how you poor fellows must constantly report at the central offices of the NSDAP morning, afternoon, and evening, in order to report, I would almost like to say, whether you have had a good or bad dream about National Socialism.⁴⁰

(Document 26-A, post p.352.)

And continued, by attributing the Nazis' own activities to others:

"Naturally the wirepullers want nothing else than to divert attention from those who really threaten the peace of the nations. For it is not WE who use our commercial offices as agencies for the disintegration of the nations who are our hosts. WE do not smuggle inflammatory articles in foreign languages into other countries. WE are not organizing the underworld of other states as the storm troops of civil war."⁴¹ (Document 26-A, post p.352.)

With cunning blandness Hess then introduced a theme later used by

Bohle in the same way:

"Does one really believe that we are so dumb, that if we wanted to set up an organization for espionage, we would then use for this purpose our so visible branches, local groups, and country groups abroad?"⁴² (Document 26-A, post p.353.)

In his talk at Budapest early in 1938 Bohle stated:

"Not only the structure of our organization but likewise its entire work is carried on so clearly and openly before the whole world that it would be simply childish stupidity on our part to engage in, for example, espionage through such channels. One

39. Deutsches Nachrichtenblatt, 2nd morning bulletin of Aug. 30, 1937.

40. Ibid., 3d morning bulletin, Aug. 30, 1937.

41. Ibid., 1st forenoon bulletin of Aug. 30, 1937.

42. Ibid.

(page 12 of original)

does not place spies and similar agents in the light of publicity."⁴³

(Document 29, post p.370.)

43. Jahrbuch fuer auswärtige Politik (Berlin, 1938), p.19.

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-10-

DOCUMENT NO. NI - 10554
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES
E X C E R P T

Jones B. Donovan
Dr. Alexander J. Parly

NATIONAL SOCIALISM
BASIC PRINCIPLES, THEIR APPLICATION TO
THE NAZI PARTY'S FOREIGN ORGANIZATION,
AND THE USE OF GERMANS ABROAD FOR
NAZI AIMS

Prepared in the Special Unit
Of the Division of European Affairs

by

RAYMOND E. MURPHY

FRANCIS B. STEVENS

HOWARD TRIVERS

JOSEPH L. ROLAND

(Stamp)

- DEPARTMENT OF STATE •
- UNITED STATES OF AMERICA •

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1943

(page 1 of original)

ORGANIZATIONS EMPLOYED BY THE NAZIS TO REGULATE THE
LIFE AND ACTIVITIES OF GERMANS ABROAD

THE FOREIGN ORGANIZATION

.....

(page 4 of original)

.....

3. POLICY AS INDICATED BY OFFICIAL PRONOUNCEMENTS

(a) Regimentation of Germans and German Institutions
Abroad

The first task of the Foreign Organisation was to
unite the German colonies abroad on a National Socialist
basis. As Gauleiter Bohle stated in the 1943 Almanach
der nationalsozialistischen Revolution, an official
Nazi publication edited by Wilhelm Kube, then President
of Brandenburg:

"Today our fighters abroad rarely stand at peace
which are often desperate. They know, however, that
just as at home, so also abroad, only National Social-
ism can prepare the way for a solid Germanism. Only
National Socialists who are ideologically well prepa-
red can unite the German colonies, which outside of
the homeland are often still divided, and create a
unity in which alone the guarantee for support of the
homeland by foreign Germanism can be given. . . .

"Therefore we need party members abroad who have
mastered our ideology and who are able to communicate
it to other Germans. We know that Germans abroad are
still in part cool to the movement because they do

(page 4 of original)

not know what they want. The education of racial comrades who still stand apart has, therefore, been made a special task of the group leaders abroad, and it is pointed out to them that there are still many Germans abroad who are not friendly toward us because they have not understood the will of our Fuehrer, although otherwise they are often valuable German comrades." 15

(Document 24, post p.312)

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(page 5 of original)

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At the Nazi Party congress in September 1938 at Munich, Germany, Bohle was already able to announce:

"Today, barely four years after the seizure of power, we can proudly and joyfully declare that our party comrades abroad have conquered foreign Germanism-conquered it for the National Socialist idea-conquered it without any external pressure-conquered it through the strength of persuasion-conquered it through the deeds of the Fuehrer in the Reich!" 16

(Document 25, post p.315)

.....

With regard to the control of the German societies abroad, Bohle declared at that time:

"The work of the many groups and societies has taken on a new significance through the all-encompassing activity of the party's groups abroad, and this work has been shaped in a more fruitful way for the community."

(page 5 of original-cont'd)

"With this presupposition, our societies in foreign countries, which in part have existed for decades and, as one ought to acknowledge, have in many cases performed excellent work for Germany, constitute an extremely valuable support of the entire work in Germany abroad." 19

(Document 26-A, post p. 348.)

It will be noted that Sohle set an especially high value on the use of German societies of long standing and good reputation in their respective countries.

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(page 6 of original)

(b) National Socialist Racial Community as the Basis for Unification.

Whatever success the Foreign Organization has had in the unification of all Germany abroad, from the ideological side, doubtless comes from the principle of the German "racial community". As Eicke himself stated of the Foreign Organization's work in 1937:

"Without the NSDAP and its conception, which taken hold of and encompasses all Germans, it would be senseless to attempt unification of Germany abroad. The German racial community, preached by Adolf Hitler, was the only basis on which a unification of Germany abroad could have taken place. It is necessary to keep this fact in mind, when on looking back we confirm how differently it looks today out there in comparison with the previous period." 21 (Document 26-A, post pp. 347-348.)

(page 6 of original-cont'd)

No meeting of the Foreign Organization, no address or article of any of its directors, fails to stress the significance of the "racial community" for Germans abroad. At the party congress in 1936 Bohle declared:

"...our Germanism abroad is composed of individual Germans who can only live as Germans if they form among themselves an indestructible community and as this community is incorporated in the community which Adolf Hitler has given the racial comrades in the Reich. We believe in the eternal value of the race and the blood and we feel ourselves the appointed protectors of these values in foreign Germanism. A state which is built on the iron laws of blood and race, like the National Socialist Reich, cannot do other than accept its own blood always and everywhere even in the remotest corner of the earth." 22

(Document 25, post pp. 314-315.)

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(page 7 of original)
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these obligations." 32

(Document 27, post p. 358.)

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"A CERTIFIED TRUE COPY"

- 6 -

E N D

A F F I D A V I T

=====

I, Dr. Heinrich GATTINEAU, at present at the Palace of Justice in Nurnberg, after having first been warned that I will be liable for punishment for making false statements, declare herewith under oath, of my own free will and without coercion, the following:

I was born on 6 January 1905 in Bucharest; I am married. Since January 1928 I have been an employee of I.G. Farbenindustrie, first as the secretary to DUISBERG. In 1931 I became head of the sub-department (Referat) for Commercial Policy -- which was the precursor to the Political Economy Department -- and head of the Press Office of I.G. which was under the supervision of Prof. Erwin SELCK. From 1933 until January 1938 I was head of the Political Economy Department (WIFO) of I.G. Farbenindustrie in Berlin NW 7, and in January 1939 I became business manager of A.G. Dynamit NOBEL in Freiburg.

I was made chief of the Political Economy Department (WIFO) because apart from my knowledge in the field of commercial policy and by reason of my journalistic activity and acquaintances I had the necessary contacts with the Government and the agencies of the Party and thus I could render I.G. good services as Verbindungsmann (liaison officer). In the efforts of the management of I.G. to establish contact with the new men in power, my contacts and old friendships -- which in part went back to the time of my membership in the Bund Oberland, of which I had been a member since 1923 -- proved extremely useful. From this period, for instance, I know HINDEL (Kulturwart of the NSDAP -- administrator for matters pertaining to culture -- who established contacts for me with the press, Prof. BAUSCHOPF, who among others presented me to HESS, the Deputy of the Fuehrer. In mid-1933 I was given the title of Sturmbannfuhrer S.B.V. (for special assignment) in the Supreme Command of the SA, but at the end of 1933 I was promoted Standartenfuhrer S.B.V.. There my activity was to act for cases as they came up as economic-consultant to ROHM, the SA chief of staff. On 30 June 1934 I was arrested by the Gestapo because of my being a member of ROHM's Staff, and after my release I withdrew from the SA. As far as I know no other member of I.G.'s management received at that time the same title or a similar one. The connection was

(Page 2 of original)

important for the SA because apart from the current general donations which did not come to me, other requests for contributions to the SA -- in amounts of 2000 to 250000 -- were through me taken up with the management of I.G. The biggest donation of approximately 200,000 Reichsmarks for SA topcoats was made in the winter 1933/34. These requests when they exceeded 3000 Reichsmarks were passed on by me to Dr. Max ILGNER as the member of the Vorstand who was competent and who then discussed them with Geheimrat Hermann SCHMITZ. From the period dating prior to 1933 I know of various payments made out of the so-called Kalle-funds to political parties and also to the National Socialists for election purposes. Minor payments like, for instance, the monthly contributions which since 1932 were being paid to the political economy press service of FUEK (defendant in Trial No. 1) were made out of funds of the Press Office and since 30 June 1934 required Dr. Max ILGNER's approval (previously that of Prof. Erwin SELCK) and my own.

AFFIDAVIT
=====

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important for the SA because apart from the current general donations which did not come to me, other requests for contributions to the SA - in amounts of 2000 to 250000 - were through me taken up with the management of I.G. The biggest donation of approximately 300,000 Reichsmarks for SA topcoats was made in the winter 1933/34. These requests when they exceeded 2000 Reichsmarks were passed on by me to Dr. Max ILGNER as the member of the Vorstand who was competent and who then discussed them with Geheimrat Hermann SCHMITZ. From the period dating prior to 1933 I know of various payments made out of the so-called Halle-funds to political parties and also to the National Socialists for election purposes. Minor payments like, for instance, the monthly contributions which since 1932 were being paid to the political economy press service of FUNK (defendant in Trial No. 1) were made out of funds of the Press Office and since 30 June 1934 required Dr. Max ILGNER's approval (previously that of Prof. Erwin SELCK) and my own.

TRANSLATION OF DOCUMENT NO. NL-4833
Cont'd

Upon Dr. ILGNER's initiative the Circle of Economy Leaders (Wirtschaftsfuehrerkreis) which cooperated closely with the Propaganda Ministry (called F-circle) was established at the beginning of 1934. It consisted of the representatives of industry i.e., among others, Dr. WINTERFELD (Siemens), Dr. HAHN (Mitteleuropaeischer Wirtschaftstag (Central European Economic Diet) and Westliche Schwerindustrie (Western Heavy Industry)), O.C. FISCHER, Dr. ILGNER and myself of I.G. Farben. In conjunction with the Propaganda Ministry this organization had set for itself the task of abating events in Germany which were detrimental to the German reputation abroad, to attenuate them and to see to it that the situation in "New Germany" would appear in a more favorable light abroad. It also was the task of the Circle of the Economy Leaders to prevent awkward actions of the Ministry of Propaganda and to substitute for them more suitable ones. The Circle of Economy Leaders was well qualified for this because its members knew the situation abroad well; they had good connections abroad and were acquainted with the mentality of the respective countries. The development of events in Germany had greatly disturbed the export policy and the representatives of industry were now wishing

(Page 3 of original)

to counteract this unfavorable development by appropriate propaganda. One tried to shift the attention from political questions to cultural ones. To the Propaganda Ministry this development was very desirable because in that manner the connections which industry had abroad could be used for its purposes. Besides, it was an advantage to use people not known to be paid propagandists. This propaganda activity was financed not by the Propaganda Ministry but by the firms of the respective sub-department chiefs. In that manner I handled Scandinavia and Dr. Max ILGNER North America. Among other things also trips by foreign newspapermen to Germany were financed. The negotiations with and the payment to the propagandist Ivy LEE also occurred during that period. Payments made for such purposes were accounted for by Dr. ILGNER with the Central-Finanzverwaltung of I.G. and Geheimrat SCHMIDT was informed about them. Dr. ILGNER's Office was used as the business office of the Circle of Economy Leaders. Other propaganda organizations which had been established upon ILGNER's initiative are the Association of Karl SCHURZ and the Mitteleuropaeischer Wirtschaftstag. This activity of Dr. ILGNER's also was an expression of his efforts to make himself useful to the new men in power, thus to obtain a prominent position for himself. He was in a position to do this because as head of the NW 7 organization of I.G. he had an insight into all of I.G.'s affairs and he thus could be of service to other people and authorities. For example, his ambition became apparent also in that from the very beginning he tried to have WIPO and the Press Office placed under his supervision; he succeeded in this in the year of 1934.

After HITLER had taken over the power the various leading members of I.G. tried to establish their admission to Nazi circles. Geheimrat SCHMIDT, for instance, became a member of the Kuratorium (Supervisory Council) for the "Haus der deutschen Kunst" and a member of the Reichstag; Prof. SELCK was in the SS and his connections originated there. Georg von SCHNITZLER opened his "salon" in Berlin so as to keep close contact with the leading persons. Most of the members of the Vorstand

(Page 4 of original)

and many leading personalities of I.G. Farben were appointed Military Economy Leaders (Wehrwirtschaftsfuehrer). These titles were conferred by the Ministry of Economy for merits in the field of military economy and armament

production.

It was the task of the Political Economy Department to maintain contact with the government agencies and semi-official agencies which became more and more numerous. Among other things it was the task of WIPO to maintain connection with the Foreign Organization (Auslands Organisation) of the NSDAP. We procured the political "no-objection" certificates of A.O. (Foreign Organization) which were necessary to obtain exit-permits for I.G. employees. One of the prerequisites for issuance of this permission was that the gentlemen who were to depart had to report to the A.O. abroad and in their activity to practice National Socialist principles. This "no-objection" certificate was issued only to people with a positive attitude toward National Socialism, i.e. political opponents and non-Arians could not obtain this permission. Whenever the travellers were functionaries who belonged to one of the party organizations they had to report to the A.O. also after their return to give an account on the economic and political situation in the respective countries. It also frequently happened that employees in the I.G. management abroad - among them also many Verbindungsmaenner - were at the same time functioning in behalf of A.O. It goes without saying that all of the German representatives of I.G. were subject to A.O.'s control politically and otherwise. A.O. desired, I.G. Farben consenting to it and after 1937 insisting that all the I.G. representatives abroad who were German, participated in all activities and arrangements of A.O.

In the year 1932 I.G. was interested in the introduction of the so-called standard fuel because they had invested huge sums in the hydrogenation process for synthetic benzine products. It was therefore important to know what HITLER intended to do in this question should he come into power. By order of O. BOSCH I arranged this meeting for BUECHER through HAUSHOFER and Rudolf HESS.

(Page 5 of original)

HITLER promised that he too would give our gasoline production the necessary protection.

The institution of the I.G. Farben Verbindungsmaenner was an idea of Dr. Max ILGNER. These Verbindungsmaenner were accountable to the Commercial Committee and they were mostly appointed by the Commercial Committee upon the recommendation of ILGNER or of the Sales Combine. Their monthly reports were dealing with matters pertaining to currency policies with narratives on the political situations, with surveys on the industry of the respective countries and their productions etc. These reports were sent to the Office of the Commercial Committee and from there were channelled to the interested offices. Thus they came also to the Economics Department (VOMI - Volkswirtschaftliche Abteilung) where they were being put to further use. Thus they also found their way later on to the various military and government offices which received VOMI reports. WIPO (Wirtschaftspolitische - Political Economy Department) too received those parts of the reports it was interested in, i.e. those on political and commercial-political questions, and I know that important reports of this kind were passed on to the Vorstand. All of the Verbindungsmaenner were people whose appointment had first been talked over with the A.O. and who were amenable to A.O. or at least could be tolerated by it.

In 1936 or 1937 Under-Secretary FOSSE of the Ministry of Economics approached I.G. to ascertain what production capacities were available with I.G. for the various substitute materials (Austauschstoffe) - for instance cellulose,

light metals and synthetic gasoline - so as to have information on hand, I presume, as regards possibilities for economizing foreign exchange and in the event of war. I.O. made indeed statistics available for this work by way of the offices of the Sparten. The Economic Groups in which I.O., in turn, was represented by the heads of its Sparten passed these statistics on to the Reich Ministry of Economics.

(Page 6 of original)

I read carefully each of the six pages of this affidavit, countersigned them in my own handwriting, made the necessary corrections in my own handwriting and countersigned them with my initials and I herewith state under oath that in this statement I have spoken the pure truth according to my best knowledge and conscience.

(Signature) Dr. Heinrich GATTINEAU
Dr. Heinrich GATTINEAU

Sworn to and signed before me this 13th day of March 1947, at Nurnberg, by Dr. Heinrich GATTINEAU, known to me to be the person making the above affidavit.

(Signature) Otto VERGER
Otto VERGER
U.S. Civilian A-444385,
Interrogator
Office of Chief of Counsel
for War Crimes,
U.S. War Department

CERTIFICATION OF TRANSLATION

I, HERTHA C. KNUTH, AGO NO. X 046355, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-4833.

HERTHA C. KNUTH
U. S. Civilian
AGO NO. X 046355

END

(Page 1 of Original)

AFFIDAVIT

Walter JACOBI, residing at 360 Central Park West, New York City, being duly sworn deposes and says that:

1. I was associated with Radische (later merged with I.G.) since 1919. In 1924, I became Assistant Director with Radische and continued in that capacity after merger with I.G. in 1926. I remained with I.G. until 31. August 1935 when I resigned and went to England. During this association with I.G., I had frequent contact with the Vorstand members and the members of the Commercial Committee and frequently discussed matters with them of general interest to I.G.

2. In 1933, anti-Jewish activities of the Nazi Party, such as smearing of shop windows of Jewish proprietors with the sign, "Jews - Don't Buy", the placing of S.A. members outside of the establishments to forcibly prevent attempts to make purchases from these shops, the looting of such shops, and general physical violence against the Jewish people, received world-wide publicity. In protest against these activities, anti-German boycotts which seriously threatened German trade abroad were instituted in different countries, particularly in the U.S. and Near East.

3. The boycott in the U.S. was of such serious proportions that Herman Lutz, Vice-president and Treasurer of the American I.G. Chemical Corporation, visited Germany to discuss the boycott, the reaction of the American public to the anti-Jewish activities of the Nazis, and to find some method of overcoming the boycott. He spoke to the Vorstand and Commercial Committee members stating that the boycott had to be stopped since it was detrimental to their business. Some ineffectual attempts were made to dissuade the Nazi government from such activities. At that time the withdrawal of support by I.G. of the Nazi Party would have seriously weakened the Party's influence in Germany. I.G. turned over to deal with the problem by organizing a pro-German propaganda program abroad to overcome the hostility evoked by the violence of the Nazi treatment of the Jews and the general unpopularity of their program. Ivy Lee, a public relations

(Page 1 of original cont'd)

expert in the U.S., was invited by I.G. to visit Germany and Europe and to propose methods and techniques of disseminating such propaganda. Ivy Lee prepared a program for the dissemination of favorable propaganda. The discussions on how to overcome the boycott included, in addition to the disseminating of propaganda, influences to be brought upon the governments involved. KATZ returned to the U.S. to organize the resistance to the boycott.

4. Sometime in the summer of 1935 after ILGERS' return from his trip to the Far East, ILGERS stated that he had learned that the German official institutions abroad were not obtaining as much information about the respective countries they were located in as they should have and proposed that I.G. supply the deficiency by setting up confidential agents known as Vertrauensmänner in all of the countries abroad. Some of the members of the Commercial Committee were opposed to this proposal on the grounds that they saw no valid business reason for such operations. The proposal was submitted to me in the typical Nazi ideological language, containing the familiar principals. At that time I asked ILGERS why I.G. should undertake to supply such information stating, "Are we I.G. or are we the German Government?" In questioning ILGERS as to the real purpose of such a proposal which did not appear to me to have business justification, he informed me that the Foreign Office and the Auslands Organisation (the Foreign Office of the Party) were interested in obtaining information from abroad to supplement their own inadequate sources.

(Page 2 of original)

5. In his trips abroad, ILGERS utilized the opportunity to act as a good will ambassador for Nazi Germany occasionally making speeches extolling the virtues of the Nazi program and its effect on the industrial life in Germany.

(Page 2 of original cont'd)

6. Sometime in 1937, while I was employed in London with the International Petroleum Syndicate, Dr. OSER requested me to employ Otto HUCKER, who he alleged was in difficulties with the family because of his anti-Nazi attitude. Pursuant to this request, I did employ HUCKER. In 1946, I was questioned by the British authorities extensively about HUCKER and I was informed that HUCKER had been an espionage agent for the Nazis.

I have carefully read each of the 2 pages of this declaration and have signed them personally, and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

Walter Jacob

Sworn to and signed before me this 7th day of July 1947 at Nurnberg, Germany by Walter JACOBI known to me to be the person making the above affidavit.

W. M. Kaufmann
SARV L. BATHAN
Attorney, 100 D-23448
Office of Chief of Counsel
for War Crimes
U.S. War Department

"A CERTIFIED TRUE COPY"

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(Page 1 of original)

INVESTIGATION OF NAZI PROPAGANDA
ACTIVITIES AND INVESTIGATION OF CERTAIN
OTHER PROPAGANDA ACTIVITIES
=====

PUBLIC HEARINGS

BEFORE

A SUBCOMMITTEE OF THE
SPECIAL COMMITTEE ON UN-AMERICAN
ACTIVITIES

HOUSE OF REPRESENTATIVES

SEVENTY-THIRD CONGRESS

SECOND SESSION

AT NEW YORK CITY, N.Y.
JULY 9 to 12, 1934

HEARINGS No. 73-NY-7

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1934

(Page 3 of original)

INVESTIGATION OF UN-AMERICAN ACTIVITIES

WEDNESDAY, JULY 11, 1934

House of Representatives,
Subcommittee of the Special Committee
on Un-American Activities,
New York City, N.Y.

.....

.....

TESTIMONY OF IVY L. LEO, NEW YORK CITY

(The witness was duly sworn by the chairman.)

The CHAIRMAN. Your full name is what?

Mr. LEO. Ivy L. Leo.

The CHAIRMAN. You are a resident of New York and your place of business is in New York?

(Page 3 of original, cont'd)

Mr. LEE. Yes.

The CHAIRMAN. Your business is what?

Mr. LEE. It is very difficult to describe, Mr. Chairman. Some people call it publicity agent; some people call it counsel in public relations; but it would give you a general idea of it.

The CHAIRMAN. The firm's name is what?

Mr. LEE. Ivy Lee & T.J. Ross.

The CHAIRMAN. Is that a partnership?

Mr. LEE. Well, I own the business. It is conducted under the name of a partnership. The allocation of profits in the partnership is wholly at my will.

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The CHAIRMAN. Coming down to the point of the inquiry, have you had any contracts with the German Government or any agency in Germany in connection with the dissemination of any kind of information in the United States?

Mr. LEE. I have no contract with the German Government.

The CHAIRMAN. With anybody in Germany?

Mr. LEE. Yes, sir.

The CHAIRMAN. Whom?

Mr. LEE. The I.G. Farben Industrie. That is the so-called "German Dye Trust." I have had a relationship with the I.G., as it is commonly called, for the last 5 years.

The CHAIRMAN. You say it is commonly called. What do you mean by that?

Mr. LEE. Well, it is commonly referred to as the I.G. Co.

Mr. BARKWICK. It is a sort of a trade nickname?

Mr. LEE. That is correct, a trade nickname.

Mr. CHAIRMAN. What is the firm in Germany?

Mr. LEE. The corporate name is the I.G. Farben Industrie. It is the most important corporation in Germany.

The CHAIRMAN. What is the business over there?

Mr. LEE. It is called "the German Dye Trust." It is a very large chemical concern.

(Page 4 of original, cont'd)

Mr. LEE. I have an arrangement with them. As I say, I have been related with them for the last 5 years. My relationship was materially broadened last year, because the directors of the company told me they were very much concerned over the German relationships with the United States and antagonistic toward Germany in the United States. They wanted advice as to how those relations could be improved. So they made an arrangement with me to give them such advice.

I stipulated in the beginning that there should be no dissemination whatever by me of information in the United States.

Mr. HADWICK. What is commonly known as "propaganda."

Mr. LEE. Yes, sir; none whatever. I very religiously adhered to that phase of the situation because I thought, in the first place, it would be futile, and, in the second place, objectionable.

So my relationship with them has been confined to advising the officers of the German Dye Trust as to what I considered to be American reactions to what has taken place in Germany and as to what, if anything, could be done about it.

The CHAIRMAN. You say your relationships were broadened considerably last year. Would you explain that more fully: just how were they broadened?

Mr. LEE. Yes sir; I have had relationships, as I tell you, for the last 5 years with them. It grew out of my relationship with the American I.G. Corporation here, which is not exactly a subsidiary but closely affiliated with the German company.

The American I.G. is a holding company with directors such people as Edsel Ford, Walter Reuther, one of the officers of the City Bank; and, as I say, they are a holding company that holds several subsidiaries here.

The CHAIRMAN. What are the subsidiaries: do you know?

Mr. LEE. The only one I can recall offhand is the Agfa Photo Co.

(Page 4 of original, cont'd)

The CHAIRMAN: Where is the American I.G. Corporation located?

Mr. LEE: It is Forty-fourth Street and Fifth Avenue. The exact number is in the telephone book.

The CHAIRMAN: Prior to a year ago your transactions were with them directly?

Mr. LEE: Yes.

The CHAIRMAN: But indirectly they were -----

Mr. LEE: Indirectly with the other company. In view of that direct relationship, I was frequently in Germany consulting with the I.G. officers concerning their world relationships, largely of a financial and economic nature.

The CHAIRMAN: You say last year that the field was broadened. Will you explain just how it was broadened?

Mr. LEE: Well, as I told you, the directors of this company told me they were very much concerned about the German-American relations and the criticisms that are being made here. They asked me to advise them as to what could be done to improve those relations and to do so continuously. And I made an arrangement to do that.

The CHAIRMAN: What was the arrangement?

Mr. LEE: You mean financially?

The CHAIRMAN: Yes.

Mr. LEE: \$25,000 a year, and I was to pay my own expenses.

.....

The CHAIRMAN: And with whom did you make your contract verbally?

Mr. LEE: A man named Max Ilgner. He is one of the managing directors of the I.G.

.....

The CHAIRMAN: Have you given advice to the German I.G.?

Mr. LEE: Yes, sir.

.....

(Page 5 of original)

Mr. LEE. I am very anxious to cooperate with you, because I realize the delicacy of this situation and have realized it all the time.

I have often discussed with German officials, friends of mine, German relationships with the United States. I have been very much interested in Germany for a great many years. Chancellor Cuno was a great friend of mine, the former head of the Hamburg-American Line. My German friends have often, long before the Hitler regime, discussed with me the problem of how to get Germany better understood in the United States; and the German problem. I have told them repeatedly and that advice has been intensively given in connection with this particular matter-in the first place that the dissemination of, the organization of German propaganda in the United States was just a mistake and futile; they could not accomplish anything that way; and the only way to get Germany understood in the United States was for reasonable people in Germany to make authoritative utterances which would receive publicity in the normal way. That complete reliance should be placed upon that process. That the only value that anybody in this country could be to them really was to advise them how the American people were reacting to what is happening in Germany and as to what should be done and possibly what should be said to clarify the German attitude in a manner that would be more intelligible to the people in this country.

Since this new arrangement has been made, there have been several points that I have urged upon these gentlemen over and over again.

In the first place, I have told them that they could never in the world get the American people reconciled to their treatment of the Jews; that that was just foreign to the American mentality and could never be justified in the American public opinion and there was no use trying.

In the second place, anything that covered of Nazi propaganda in this country was a mistake and ought not to be undertaken. Our people

(Page 5 of original, cont'd)

regard it as meddling with American affairs, and it was bad business.

That the only way really to get Germany understood with any accuracy - and it might not even then be in a manner that would secure American sympathy, but would at least be productive of accuracy - would be if they would establish closer relationships, more authoritative relationships with the American press correspondents located in Germany; and that in addition to that, they should see to it that the authoritative utterances of responsible Germans interpreting German policy should be given the widest possible publicity in Germany with the American correspondents, and in case of very significant documents that they should distribute them in this country from Germany, always over an authoritative statement as to where it came from.

That, in general, has been the nature of my advice.

The CHAIRMAN: When you were over there I suppose the question of propaganda was discussed.

Mr. LEE: Yes.

The CHAIRMAN: You directly advised them against the use of propaganda?

Mr. LEE: In this country?

The CHAIRMAN: Yes.

Mr. LEE: Yes; or any stimulation of Nazi activities in this country.

The CHAIRMAN: When did you give them that advice, Mr. Lee?

Mr. LEE: Well, I have given it repeatedly. But I was there in the last week in January, and I was following various manifestations of Nazi propaganda that had been made in this country. I protested against it, said it was very bad business, and I did not know who was responsible for it, how it was being done or stimulated, but that it was very evident it was being stimulated some way, and that it was very bad for German interests.

The CHAIRMAN: With whom did you talk in January when you were there?

Mr. LEE: I first talked, of course, with my friends in the I.G. They all sympathized with my advice and they asked me if I would repeat that

(Page 5 of original, cont'd)

advice to different officers in the Government.

So, Dr. Ilger introduced me to various ministers. He went with me to see Goebbels, the Minister of Propaganda; Von Papen, the Vice Chancellor; Von Weizsaeck, the Foreign Minister; Schmidt, the Minister of Economics. I think those were the only people of any importance that I contacted in the Government. I may have met some of the underlings. And I made that speech to everyone.

The CHAIRMAN. And you made that because you felt that propaganda was being disseminated here?

Mr. LEE. I assumed that it must be.

The CHAIRMAN. At any time did they undertake to send, or was any propaganda sent to your firm which you refused to accept?

Mr. LEE. No, sir; I have never had any, because I had taken the position long ago that I would not disseminate anything, any documents, however innocuous.

The CHAIRMAN. The German I.G. - you owned an account with them on your books under their name, did you?

Mr. LEE. The first contact made to me was last spring. Dr. Schultz, one of the officers, was here.

The CHAIRMAN. Who is Dr. Schultz?

Mr. LEE. One of their main directors.

The CHAIRMAN. Is he an official of the German Government?

Mr. LEE. No, he is one of the main directors of the I.G.

The CHAIRMAN. You mentioned another Schmidt who was in the ministry.

Mr. LEE. Schmidt is the minister. This man is Dr. Schultz.

The CHAIRMAN. And he is located in the United States?

Mr. LEE. No; but he was here on a visit last spring. He made me a payment of \$4,500.

The CHAIRMAN. Where was that deposited?

(Page 5 of original, cont'd)

Mr. LEE. In the New York Trust Co. and it was deposited under the name of the Swiss I.G., for this reason: He told me that owing to exchange difficulties, foreign-exchange difficulties, he thought that it would be advisable for them to make future payments to me through their Swiss subsidiary, which was on a gold basis. I opened the account then on my books under the name of the Swiss I.G.

The CHAIRMAN. You had not had an account under the name of the Swiss I.G. before that?

Mr. LEE. No.

The CHAIRMAN. Had you had any dealings with the Swiss I.G. before?

Mr. LEE. No. That was merely because he stated that the payments would probably be arranged in that way.

The CHAIRMAN. Who made the suggestion to open the account under the name of the Swiss I. G.?

Mr. LEE. No one suggested it. He told me that they would make the payments in that way and I told my bookkeeper to open the account on his books under that name.

The CHAIRMAN. When was the next payment made?

Mr. LEE. The next payment was made in April this year.

The CHAIRMAN. Was the first payment in cash?

Mr. LEE. Yes.

The CHAIRMAN. Was the first payment in cash?

Mr. LEE. Yes.

The CHAIRMAN. What was the second payment?

Mr. LEE. The second payment was \$14,450.

The CHAIRMAN. Was that in cash?

Mr. LEE. Yes.

The CHAIRMAN. Who made the payment?

Mr. LEE. That was made to me by Mr. William von Roth.

The CHAIRMAN. Who is he?

EXCERPT OF DOCUMENT NO. HI-10921
CONTINUED

(Page 5 of original, cont'd)

Mr. LEE. He is the secretary of the American I.G. For that, he gave me a receipt in favor of the I.G. Farben Industrie itself, not the Swiss I.G., and I then directed my book-keeper to change the name of the account on my books to the I.G. Farben Industrie, and that amount was so credited on my books.

.....

(Page 6 of original)

.....

The CHAIRMAN. Have you prepared any literature or have you had any prepared in your office for transmission to Germany, with the suggestion that that be the character of statement or literature that should be sent forth?

MR. LEE. Whether we prepared anything textually I cannot tell you offhand. I know that we have prepared suggestions.

.....

The CHAIRMAN. In connection with your son, is his presence in Germany in the main because of this contractual relationship?

Mr. LEE. Yes, sir.

The CHAIRMAN. He was not over there in any capacity representing the firm prior to this contractual relationship?

Mr. LEE. For the way that developed was this, Mr. Chairman: My son is 22 years old. I am looking forward to having him succeed me as the head of my business. I have been transferring more and more of the responsibility to him. When he went to Germany with me last year, when I made this

EXCERPT OF DOCUMENT NO. NI-10921
----- CONTINUED -----

(Page 6 of original, cont'd)

arrangement with the I.G., though it was not stipulated as a part of the agreement, I told him that I thought it would be a good idea for him to stay there and study the situation and the German mind; that I thought I could indicate to him and have him talk with these people about my ideas more effectively if he was on the ground.

.....

Mr. LEE. That is right. I should make this slight exception: Growing entirely out of his personal contacts in Germany last year, my son met one of the officers of the German Railways. This man was in the tourist department of the German Railways. He asked my son to assist him in preparing a pamphlet on automobiling in Germany.

My son did prepare such a pamphlet for the German Railways. It had to do purely with the tourist business and had nothing whatever to do with any political stuff of any kind.

The CHAIRMAN. That is in connection with American tourists who might go to Germany?

Mr. LEE. Yes. The pamphlet was entitled "Drive Your Own Car in Germany", and it related entirely to motoring in Germany. My son is very much interested in motoring. He did prepare that pamphlet.

The CHAIRMAN. Were those pamphlets sent to the United States-- some of them?

Mr. LEE. Yes; they were sent to the German tourist office here.

.....

EXCERPT OF DOCUMENT NO. NI-10921
CONTINUED

(Page 7 of original)

The CHAIRMAN. As I understand, the first deposit of \$4,500 was under the name of the Swiss I.G. and was so carried on your books?

Mr. LEE. Yes.

The CHAIRMAN. But the money was deposited in what particular account?

Mr. LEE. The Swiss I.G.

The CHAIRMAN. It was opened up then?

Mr. LEE. Yes.

The CHAIRMAN. And carried on your books in that way?

Mr. LEE. Yes.

The CHAIRMAN. Will you explain the reason for opening up that account and then later depositing \$14,500 in your own personal account?

Mr. LEE. Well, they were both deposited in my personal account, Mr. Chairman. The reason for depositing in the name of the Swiss I.G. was this: When Dr. Schratz handed me the money in May of last year, when he was here, he said, "I think for purpose of convenience it will be easier hereafter to arrange these payments to you through our Swiss affiliate, the Swiss I.G." And he left me with the understanding that that was going to be done. For that reason I opened it under the name of the Swiss I.G.

The next payment, as I told you, that was made to me was this spring, when \$14,500 was paid me. When it was handed to me I was given a receipt to sign in favor of the I.G. Farben Industries, 8200 Unter den Linden, Berlin.

I thereupon directed my bookkeeper to change the name of the account in my books to the I.G. Farben Industrie.

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EXCERPT OF DOCUMENT NO. NI-10921
CONTINUED

(Page 7 of original, cont'd)

.....
Mr. Dickstein. Have you received or has your firm received any propaganda literature from Germany at any time?

Mr. LEE. Yes, sir.

Mr. DICKSTEIN. And when was that?

Mr. LEE. Oh, we have received - it is a question of what you call propaganda. We have received an immense amount of literature.

Mr. DICKSTEIN. You do not know what that literature was and what it contained?

Mr. LEE. We have received books and pamphlets and newspaper clippings and documents, world without end.

Mr. DICKSTEIN. I assume someone in your office would go over them and see what they were?

Mr. LEE. Yes, sir.

Mr. DICKSTEIN. And then after you found out what they were, I assume you kept copies of them?

Mr. LEE. In some cases, yes; and in some, no. A great many of them, of course, were in German, and I had what my son sent me. He said they were interesting and significant, and those I had translated or excerpts of them made.

Mr. DICKSTEIN. And those you have in your office now, or at least some of them?

Mr. LEE. So far as I know, it is all there. I don't know.

Mr. DICKSTEIN. You received a shipment on the Bremen of quite a lot of what the committee calls propaganda. You may call it anything you like. That is our designation of it. You may designate it what you like.

EXCERPT OF DOCUMENT NO. NI-10921
CONTINUED

(Page 7 of original, cont'd)

Mr. LEE. Yes.

Mr. DICKSTEIN. That happened to that?

Mr. LEE. I do not know, sir, to what you refer, unless it was a package of these automobile pamphlets that I was speaking of.

Mr. DICKSTEIN. The committee, through Government sources, has received information that a certain quantity of propaganda was shipped from Germany on the steamship Bremen, addressed to Ivy Lee & Co., New York; a tremendous quantity of propaganda.

This particular propaganda, or, as you would term it, "literature", that I refer to - your company received such material?

Mr. LEE. As I told you we have received booklets and pamphlets constantly. But as to a quantity, I know of no time we received a package of any size, unless it was at the time we received a package of these pamphlets that I tell you Mr. son had prepared.

Mr. DICKSTEIN. Have you a Mr. Carter in your firm?

Mr. LEE. Yes.

Mr. DICKSTEIN. Does he handle that particular branch of the work?

(Page 8 of original)

Mr. LEE. Mr. Carter's job is to study American newspapers, magazines, and what they are saying about Germany, and to make extracts from them, to point out the significance of them, to prepare memoranda setting forth the nature of them, to be transmitted to Germany.

.....

(Page 8 of original, cont'd)

Mr. DICKSTEIN. In connection with these shipments, no matter what their source, whether they came in on the Bremen or otherwise, they were received by your firm if they were addressed to you?

Mr. LEE. Yes, sir.

Mr. DICKSTEIN. And then you would assimilate all of the material, have it translated through Mr. Carter's efforts, who is in charge of that work, as I understand you to say. That is a fact, is it not?

Mr. LEE. Yes; that is the fact.

.....

Mr. LEE. That is a somewhat extreme way to put it, Mr. Chairman. The fact that I asked my German friends to send me everything that was being published in Germany that they thought would be interesting to me.

The CHAIRMAN. And you asked them since you made this contract?

Mr. LEE. Yes.

The CHAIRMAN. So that whatever was sent over was sent over as a result of the contractual relationship; that is true, is it not?

Mr. LEE. In that sense; yes.

Mr. DICKSTEIN. With whom did you correspond? Did you correspond with the German Government?

Mr. LEE. I never corresponded with the German Government.

Mr. DICKSTEIN. Who was in charge of the correspondence in your office?

Mr. LEE. I was in the main, and Mr. Carter wrote a good deal of the material.

(Page 8 of original, cont'd)

Mr. DICKSTEIN. Did Mr. Carter write any letters to any of the officials of the German Government dealing with this material that was being brought in or shipped into the United States?

Mr. LEE. At that time neither Mr. Carter nor myself had written any letters to any officer of the German Government. I will be delighted, Mr. Chairman, to show your examiner everything we have that I know of that we have received from Germany.

Mr. DICKSTEIN. In other words, all the material that you received was kept in your files and dissected?

Mr. LEE. Yes, sir.

.....

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Mr. DICKSTEIN. This verbal contract that you made was with the German Government?

Mr. LEE. No, sir.

Mr. DICKSTEIN. Whom?

Mr. LEE. It was with the I.G. Farben Industrie. I have no relation with the German Government.

Mr. DICKSTEIN. Who are they and whom do they represent?

Mr. LEE. The I.G. Farben Industrie is the largest corporation in Germany, business corporation.

Mr. DICKSTEIN. And do they represent anybody?

Mr. LEE. They occupy a position in Germany similar to the General Electric Co. or the United States Steel Corporation in the United States.

(Page 9 of original, cont'd)

Mr. DICKSTEIN. Do you want to say that they assumed that relationship with you without the knowledge of the officers or leaders of the government in charge, the government of today in Germany?

Mr. LEE. That I do not know. I know that the only relationship I have had with them and I have had that relationship, as I think I explained before you came in, several years before Hitler came into power.

Mr. DICKSTEIN. Had they given you any money before Hitler came into power for any kind of work of the nature that you are now doing?

Mr. LEE. Not for advisory services in connection with political relationships; no, sir.

Mr. DICKSTEIN. Something more personal or private?

(page 10 of original)

Mr. LEE. It was in connection with their business. You see, as I explained to the chairman before you came in, I have had a definite financial relationship with the American I.G. Corporation for 5 years, which is an affiliate of the German I.G., and by virtue of that relationship, when I have been in Germany, the German I.G. has consulted me with reference to the publication of reports, and financial matters and business policies, as other corporations do.

But I am on very close and friendly terms with them and have been for the last 5 years.

Mr. DICKSTEIN. As a matter of fact this negotiation and the payment of these moneys was based purely on work for the German Government. It is not work for the concern that you are talking about, the I.G.

Mr. LEE. It was entirely for them, for the I.G.

Mr. DICKSTEIN. For the I.G.?

Mr. LEE. For the I.G. What they did with it, I do not know.

Mr. DICKSTEIN. In other words, you receive this material that deals with German conditions today. You examine it and you advise them. It has nothing to do with the German Government, although the material, the literature, is official literature of the Hitler regime. That is correct, is it not?

Mr. LEE. Well, a good deal of the literature was not official.

Mr. DICKSTEIN. It was not I.G. literature, was it?

Mr. LEE. No; I.G. sent it to me.

Mr. DICKSTEIN. Can you show us one scrap of paper that came in here that had anything to do with the I.G.?

Mr. LEE. Oh, yes. They issue a good deal of literature. But I do not want to say the question. There is no question whatever that under their

(page 10 of original-cont'd)

authorities. I have received an immense amount of material that come from official and unofficial sources.

Mr. DICHESTEIN. Exactly. In other words, the material that was sent here by the I.G. was material spread-we would call it propaganda - by authority of the German Government. But the distinction that you make in your statement is, as I take it, that the German Government did not send it to you directly; that it was sent to you by the I.G.

Mr. LEE. Right.

Mr. DICHESTEIN. And it had nothing to do with their business relations just now?

Mr. LEE. That is correct.

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Mr. HARRISON. But when you first went to Germany, or at the time you made the contract, you saw at once that they wanted you to contact the Government officials. You saw, I think, a list of them holding positions that would correspond with what we call Cabinet officers here.

Mr. LEE. No, this arrangement was made last year-last spring.

Mr. HARRISON. How long after the advent of Hitler into power?

Mr. LEE. About 2 or 3 months.

Mr. HARRISON. And after he had gotten well under way with his anti-Jewish program?

Mr. LEE. Yes. At that time I did not contact any Government officials except Hitler himself.

Mr. HARRISON. Did you discuss this question with him?

(page 10 of original-cont'd)

Mr. LEE No, sir. I met Hitler just as any foreign traveler might meet him. I was presented to him.

Mr. HARNICK. You did not discuss this question at all with him?

Mr. LEE. No, sir. I met him. They were anxious for me to meet him, just as a personal matter, to give him up. I had a half hour's talk with Hitler. But we never discussed this question at all. I asked him some questions about his policies, told him I would like better to understand him if I could, and he made me quite a speech.

Mr. HARNICK. Nothing, however, concerning the relationships between Germany and the United States?

Mr. LEE. Oh, no. We did not discuss this matter at all; so far as I know, Hitler knows nothing about it--this arrangement.

Mr. HARNICK. You did mention an occasion on which you went to see officers of this corporation?

Mr. LEE. That was in January of this year.

Mr. HARNICK. Some half a dozen cabinet officers or people whose positions correspond to what we would call cabinet officers?

Mr. LEE. Yes, sir.

Mr. HARNICK. And you did discuss with them in detail this question of the relationships between this country and Germany and a better understanding between the peoples of the two countries?

Mr. LEE. Yes, sir. I told them, as I told the chairman, that there were two things I wanted to impress upon them. One was the extreme invisibility of my propaganda in the United States.

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Mr. HARMICK. You understood in a way that all this information that came to you, you say quite frequently, and from Germany, from your immediate employers, which was the German corporation I.G., came partly from official and partly from unofficial sources?

Mr. LEE. Yes.

Mr. HARMICK. Did any of it come from your son besides this automobile pamphlet.

Mr. LEE. Yes. He sent me a great deal of it.

Mr. HARMICK. He sent you a great deal of it himself?

Mr. LEE. Yes.

Mr. HARMICK. You left him over there to establish a contact that you thought would better enable you to carry out your obligations under this contract on account of his residence and presence there?

Mr. LEE. Yes, sir.

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(page 12 of the original)

.....
Mr. DICKSTEIN. That is the only government. Did your office prepare any material on the armament question?

Mr. LEE. We sent some suggestions one time as to some points that they should cover in connection with the armament question. I want it very clearly understood that we have never prepared any material for dissemination here by us.

Mr. DICKSTEIN. No, no. The question is a simple question, whether your office prepared material on the armament question. There is a simple answer to that.

Mr. LEE. Yes, sir.

The CHAIRMAN. For whom did you prepare that material; whom did you make the suggestion to?

Mr. LEE. I sent it to my son and suggested he turn it over to the Dye Trust people.

The CHAIRMAN. Why would the Dye Trust people be interested in the armament question?

Mr. LEE. Well, Mr. Chairman, the armament question is a very large question, of course, and it affects very much the relationship between this country and other countries, because there is a great anxiety in this country over the question as to whether or not the intentions of Germany are peaceable. We have sent suggestions as to points which should be covered by responsible Germans which would tend to make clear to the American people what the attitude of Germany was on the armament question.

(page 12 of the original cont'd)

The CHAIRMAN. Who are the responsible Germans? The Ministry, for example?

Mr. LEE. I do not know that I suggested which official. They have recently appointed an expert, what they call an "armament commissioner."

The CHAIRMAN. That information, however, was intended for officials of the German Government in their utterances?

Mr. LEE. It was intended that it should reach them ultimately; yes.

The CHAIRMAN. In other words, it was sent to your son and to this company in turn, to go to public officials in Germany?

Mr. LEE. Yes; if they so advised.

The CHAIRMAN. But your intent was that it should ultimately be considered by public officials of the German Government?

Mr. LEE. Yes, sir.

The CHAIRMAN. And while you were not making suggestions to disseminate directly in this country such information, if the suggestions were adopted in whole or in part, they were to be for the benefit of the world?

Mr. LEE. Right.

The CHAIRMAN. And naturally if published emanating from Germany, in this country, they would have served the ultimate purpose of coming back in some form or another to this country?

Mr. LEE. Yes, sir.

(page 19 of original)

Statement of Burnham Carter

(The witness, was duly sworn by the chairman.)

The Chairman. Your full name is what, Mr. Carter ?

Mr. Carter Burnham Carter.

The Chairman. And you are associated with the Ivy Lee Co.?

Mr. Carter. I am. I am a partner.

The Chairman. And you are acquainted with this account, the German account ?

Mr. Carter. Yes, sir.

The Chairman. Did you do any work for the client in connection with that account ?

Mr. Carter. Yes ; that was one of my clients, one of the clients I was working for.

The Chairman. What work did you do in connection with it ?

Mr. Carter. Our function in regard to the account was to advise our client as to American opinions concerning Germany; to make suggestions as to certain German policies that were in our mind wholly repugnant to the American spirit, and to make suggestions as to how information concerning Germany could be made properly available to the American public.

In undertaking the account, as Mr. Lee indicated in his testimony, he expressly stated that we would ourselves distribute no information whatsoever in this country, and that we were opposed to any activity of that kind.

The Chairman. Were you asked by the clients to advise them concerning American opinions about Germany and about the policies of the National Socialist Government in Germany, in the new Reich ?

Mr. Carter. That is correct.

(page 19 of original cont'd)

The Chairman. And in giving them advice you advised them along those lines, about the policies of the National Socialist Party and Germany and the new Reich !

Mr. Carter. We informed them as to American criticism concerning those policies; yes , sir.

The Chairman. And in advising them you had in mind that the recommendations or advice which your firm would give to your clients would ultimately get into the hands, or be ultimately carried to the attention of the German officials for consideration?

Mr. Carter. That was a possibility. What would be the final disposition of those recommendations we did not know.

The Chairman. Now, you did prepare some data for your client on those subjects, did you not ?

Mr. Carter. We suggested the type of information in which Americans would be interested.

The Chairman. And one of them was on the arms question ?

Mr. Carter. I remember, specifically, one on armament.

The Chairman. And what were the others ?

Mr. Carter. One in regard to Germany's treatment of the Jews.

The Chairman. Yes.

Mr. Carter. We pointed out to our client that that attitude of Germany toward the Jews was in sharp conflict to the American theory of Government, the American theory of religious tolerance, and we urged that the policy should be modified, and we urged that a definitive statement should be made as to exactly what the policy was, and what regulations governing the Jews prevailed in Germany.

The Chairman. What was the other subject ? You have named two subjects. What was the other one, the religious question ?

(page 19 of original cont'd)

Mr. Carter. Not; the third subject was a statement explaining the financial position of Germany.

The Chairman. You urged that a definitive statement be issued.

By whom ? When did you have in mind ?

Mr. Carter. We gave no authority, or suggested no specific authority, but our recommendation was that if any statement was issued, it should come from a government authority, and be so indicated.

.....

(Page 30 of original)

The Chairman. When you forwarded that advice to your client, or sent it to your client, with that additional recommendation, you had in mind that a definitive statement would be one that would emanate from a responsible and recognized official of the present German Government?

Mr. CARTER. Yes.

The Chairman. And while you did not naturally disseminate propaganda or information or any of the views and various recommendations which you made to your client, if later they were followed and an official of the German Government made a statement, an infinitive statement, along these lines, it would have been for the purpose of such statement being world-wide in its effect and in its operation. That is correct, is it not?

Mr. CARTER. That is correct.

The Chairman. And naturally for consideration in the United States?

Mr. CARTER. Yes.

The Chairman. You had a conscious state of mind that when you were giving advice to your client that you were also indirectly at least giving advice to the German Government: did you not?

Mr. CARTER. I know that it was possible, and even probable, that such advice as our client received might be transmitted to the German Government: Yes.

The Chairman. In the executive session I asked you this question: So that for all practical purposes it is a case of the state of mind on your part in sending this advice over there: that you are in a sense indirectly at least, advising the present German Government?

Mr. CARTER. I think that is a fair statement.

Mr. CARTER. All right: I subscribe to that.

The Chairman. Now, the same advice which you gave to your client,

(Page 20 of original, cont'd)

is that a copy of it. Mr. Carter (handing paper to witness) :

Mr. Carter . Yes that is a copy of it.

The CHAIRMAN. This contract was supposed to be a contract of business advice ?

Mr. Carter. The contract that we had with our client?

The CHAIRMAN. Yes.

Mr. CARTER. No: the contract with our client in regard to this question which we are discussing had nothing to do with the client's business, except insofar as the client's business was affected by Germany's economic position. The contract which we had with our client was an advisory one, whereby we were to report to them concerning American opinion in regard to Germany. The general purpose of the contract being to promote better understanding between the German and American people.

The CHAIRMAN. Out to advise them on the political situation, on the state of mind of the American people here, on any question?

Mr. Carter. Exactly.

The CHAIRMAN. Now, in your advice or memorandum which you sent on the armament question to your client, you say this (reading):

Germany does not want armament in itself. It is willing to destroy every weapon of war if other nations will do the same. If other nations, however, continued to refuse to disarm, the German Government is left with no choice except to demand an equality of armament. The German people are unwilling to believe that any people will deny them this right today.

That is a part of the advice which you gave. That is true, is it not?

Mr. CARTER. Yes.

The CHAIRMAN. When you sent that to your client it was with the hope, was it not, that a definitive statement would emanate along those lines? Is that true?

(Page 20 of original, cont'd)

Mr. CARTER. Yes.

The CHAIRMAN. And a definitive statement to emanate from an official of the German Government?

Mr. CARTER. Yes. The information contained in the statement was already published in German documents and in German speeches, but what we wanted them to do was to define that position.

The CHAIRMAN. Now, in this advice which you gave to your client, you also advised that a definitive statement from a responsible official of the German Government emanate as follows (reading):

Questions have been raised concerning the status of Germany's so-called "storm troops". These number about 2,500,000 men, between the ages of 18 and 50, physically well trained and disciplined, but not armed, not prepared for war, and organized only for the purpose of preventing for all time the return of the Communist peril. In view of the misunderstanding in regard to these civil forces, however, Germany is willing to permit an investigation into their character by such international arms control organization as is eventually established.

You made such a recommendation to your client?

Mr. CARTER. Yes.

The CHAIRMAN. That a responsible German official, if they are in harmony with your recommendation issue that statement?

Mr. CARTER. Yes.

.....

(page 21 of original)

.....

The Chairman. Why should this private company in Germany, even under existing conditions in Germany, be interested in the armament question?

Mr. Carter. Well, I do not think that they are interested in the armament question any more than they are interested in any question in regard to Germany that is being discussed in the United States. Our job for them was to report the American opinion was this feeling that there were monarchist tendencies in Germany.

.....

The Chairman. The purpose of that was so that those in authority in Germany would understand the American viewpoint and to assist them in taking the proper position and in making the proper statements. Is that correct?

Mr. Carter. Well, I suppose that was the ultimate purpose. I do not know. To have no choice; we had no direct dealings with any German officials and never had had. The company, as you know, the I.G. Farbenindustrie is a very large corporation. I think it is reasonable that they could be interested in Germany's standing in other countries, and that in stimulating as far as possible a feeling of good will toward Germany.

.....

The Chairman. You also advised them on the restriction of speech and the freedom of the press?

Mr. Carter. That is correct.

(page 21 of original continued)

The Chairman. And the treatment of the church?

Mr. Carter. Yes.

The Chairman. And all of this advice, as I said before was with the intent and hope that a responsible official would make a definitive statement, which statement would clarify the situation to the satisfaction of those in America?

Mr. Carter. More than that. Much of this advice was made with the hope that certain of these policies would be modified.

The Chairman. Coming right down to it, Mr. Carter, there is no question but that this contract was made by the German Dye Trust for the purpose of receiving advice, which advice was to be given to the German Government.

Mr. Carter. If they approved it, I would answer yes.

The Chairman. Whether they approved it or not, there is no question but what the recommendations were to be submitted to the officials of the present German Government?

..... (page 22 of original)

The Chairman. Is this a copy of a general report which you gave to your client (handing paper to the witness)?

Mr. Carter. Yes; it is.

The Chairman. And in this report I read this language (reading):

Could not a suggestion be made that Mr. von Ribbentrop undertake a definite campaign to clarify the American mind in the disarmament question, and that Mr. von Papen undertake a similar effort in reference to the Secret? Could it not be suggested that,

(page 22 of original continued)

first of all, there be a series of press conferences dealing respectively with these two subjects? Also, could not arrangements be made whereby each of these gentlemen should speak over the radio to the American people on these points? Furthermore, each of them should write a considered article for an important American publication, dealing comprehensively with these two subjects.

(1) You made that direct and specific recommendation to your client?

Mr. Carter. Yes.

The Chairman. Mr. von Ribbentrop was the eminent Commissioner?

Mr. Carter. That is correct.

The Chairman. An official of the German Government?

Mr. Carter. Yes.

(2) The Chairman. And, of course, Mr. Von Papen is the Vice Chancellor, and was at that time? That is true?

Mr. Carter. That is true.

The Chairman. Now, you continue (reading):

Specifically, with reference to the disarmament question, could not Mr. Von Ribbentrop make a visit to the United States with a view to explaining Germany's position to President Roosevelt and, while he was here, addressing the Foreign Policy Association and the Council on Foreign Relations on the subject? In case such a visit culminates, Mr. von Ribbentrop in any public utter-

(page 22 of original continued)

ances in the United States should deal only with the disarmament question, and with no other aspect of German policy.

You made that recommendation?

Mr. Carter. Yes. Germany's armament position was one of the question which Americans were most frequently asking.

.....

"A CERTIFIED TRUE COPY"

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(END)

TRANSLATION OF DOCUMENT NO. N I - 1105
EXCERPTS
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

FIRST AFTERNOON EDITION.

84th year No. 2729

WOLFF's Telegraphisches Bureau (Telegraph Office)
(W.T.B.)

Printed as manuscript. Reprint and any kind of dissemination
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Berlin, Monday, 30 October 1933

THE PUBLICITY BOARD OF THE GERMAN ECONOMY. SOLEMN OPENING
SESSION AT THE PROPAGANDA MINISTRY.

BERLIN, 30 OCTOBER. The Reich Minister for the enlightenment of the People and Propaganda had invited to attend the opening session of the Publicity Board of the German Economy held today at noon. The members of the Publicity Board had gathered in the Coronation Room of the old Frederic-Leopold Palace; apart from them one also saw the deputy Gauleiter Staatsrat (state councillor) Goerlitzer; under Secretary Milch of the Aviation Ministry; Ministerial Councillor Dr. Jahncke of the Propaganda Ministry, the entire chairmanship (Praesidium) of the Publicity Board; President Ministerial Director Ernst Reichhardt; the former Ost-Hilfskommissar (Eastern Subsidies Commissioner); Deputy, President Dr. Heinrich Hunke (former minister); the economic advisor for the Gau Gross-Berlin and the business managers

Erich Finkenzelle and Councillor of the Local Court Karl Edler von Braunmuehlen, as well as other prominent representatives of the Party and of economy.

On the basis of the Law of 12 September the Publicity Board of the German Economy has to control all publicity, to concentrate it and to prevent disunion in the publicity field.

UNDER-SECRETARY FUNK

opened the meeting and welcomed the Ministers, Under-secretaries and the representatives of economy who were present. In this connection he made known the composition of the chairmanship and announced that in order to stress the close relationship with the Propaganda Ministry he himself will be chairman in the administrative council of the Publicity Board. Under-secretary Posse has been appointed second and Under-secretary Backe third chairman.

Thereupon, Under-secretary Funk discussed the tasks of the Publicity Board. He stated:

I am opening the meeting and I welcome the Reich Ministers, State Ministers, and Under-secretaries who are present as well as the gentlemen representing economy who have followed our invitation to attend the opening session of the Publicity Board of the German Economy.

.....

TRANSLATION OF DOCUMENT NO. N I - 1105
EXCERPTS * CONT'D

For the time being the following gentlemen have been appointed members of the Publicity Board of the German Economy:

.....

8. Dr. Gattineau, nitrogen industry;

.....

(page 2 of original)

.....

24. Consul Mann, Leverkusen, I.G. Farben;

.....

38. Dr. v. Schnitzler, Chairman of the Exhibition and Fair Committee in the Reich Estate of German Industry (Reichsstand der deutschen Industrie);

.....

By order of my minister I am functioning myself as the chairman of the administrative council. Under-secretary Dr. Posse of the Reich Ministry of Economics will act as third chairman so as to guarantee in this manner the close cooperation between the three main government offices (Reichsressorts) participating.

.....

(page 3 of original)

.....

After Under-secretary Funk

REICH MINISTER DR. GOEBBELS

took the floor. He stated:

Gentlemen!

The German revolution did not halt before any field of public and private life. It is a revolution which changes the people and places their mental and personal relationship to all the events of life under a new angle of vision. Herein the basic formula of the German revolution is the demand to replace the unrestrained individualism by a manner of thinking and feeling which is closely connected with the life and feeling of the people (volkamaassig)

(page 4 of original)

which no longer regard the individual person as the center and the goal of all striving but the people as a whole.

Therefore, the National Socialist revolution could not pass the previous economic concept without leaving its imprints. Especially the field of economic publicity for which the liberalist concept of economy had permitted chaotic conditions to arise, had to be reorganized according to National Socialist principles and to be reincorporated as a servant into the political economy as a whole

(page 5 of original)

.....

The Publicity Board is an educational instrument with which we want to convince the German people of the correctness and of the aims of the German trade

.....

TRANSLATION OF DOCUMENT NO. N I - 1105
EXCERPTS - CONT'D

(page 6 of original)

.....

Let us go ahead in the spirit of National Socialist
vigor and conviction. Here, too, the goal leads us onward
like a flag waving in the wind

.....

CERTIFICATE OF TRANSLATION

I, HERTHA C. KNUTH, U.S. Civilian, AGO # 046355, hereby
certify that I am thoroughly conversant with the English
and German languages; and that the above is a true and
correct translation of excerpts of Document No. N I -1105.

HERTHA C. KNUTH
U.S. Civilian
AGO # 046355.

REICHARD
Ministerialdirektor (Temporarily retired)
President of the Advertising Council
of the German Economy.

Berlin 1st June 1934

Dear Dr. von SCHNITZER,

You were elected as member of the ALA's Aufsichtsrat during yesterday's general meeting of the ALA. On the basis of your communication of yesterday, I stated that I may presume that you will accept this nomination. May I request you to sign the attached letter addressed to the ALA Vorstand, and to forward it to me immediately so that the formality of entering your name in the Commercial Register can be carried out. I should like to express my thanks to you for putting yourself at my disposal in this new field of activities as well.

A copy of the notice to the Vorstand is intended for your files.

Heil Hitler!

(Signature) REICHARD

(Page 3 of original)

Date: 30 May 1934
Time: 1300

TELEGRAM

(Translator's Note: Date
and Time Receipt Stamp of
29 May 1934)

TO PRESIDENT REICHARD
TAUBENSTRASSE 37, BERLIN W 8

ONLY RECEIVED YOUR ESTEEMED LETTER OF 23 MAY TODAY AM ABOUT TO GO LONDON
MYSELF FOR SEVERAL DAYS FOR BUSINESS CONFERENCES STOP AM OF COURSE WILLING TO
STAND FOR AUFSICHTSRAT POST OFFERED BY ALA ANZEIGEN AS ONLY SORRY TO BE UNABLE
TO PARTICIPATE IN MEETING 31 MAY AND FOLLOWING DINNER DUE TO ENGLAND TRIP

HEIL HITLER!
G. VON SCHNITZER

(Translator's Note: The above text appears twice on this page of the original).

(Page 3 of original)

THE "A L A"
A PUBLIC ENTERPRISE
Centralization of Advertising

On July 23, the following official information was released:

The very bad conditions prevailing in advertising in the National-Socialist State necessitated extensive intervention. It appeared necessary to set up a central advertising agency under State and Party supervision. For this reason, the "ALA" Anzeiger A.G. ("ALA" Advertisement Ltd) has been purchased with official and Party funds. "ALA" has many years of experience and is also a smoothly functioning organization. Apart from "ALA" only concerns that can guarantee proper business conduct according to the directives set up by the Advertising Council of German Economy will be licensed as advertising agencies. It would be noted that "ALA" is not to be considered actually as a competitive enterprise for all the other licensed enterprises, as its income is not to be used in private economy but will be used for public projects.

TRANSLATION OF DOCUMENT NO. HL-880
Cont'd

Cooperation with "ALA" is optional for each advertiser. The president of the Advertising Council of German Economy will act as chairman of the Aufsichtsrat of "ALA" in order to supervise "ALA's" operation and the appropriate use of its income.

His deputy is the President of the Reich Press Chamber and Reich Chief of the National-Socialist Press. They as well as all other members of the ALA Aufsichtsrat will not receive any remuneration for this position so that their impartial attitude to the entire advertising business will be fully ensured.

(Page 4 of original)

Frankfurt/Main, 5 June 1934

To Ministerialdirector REICHARD
BERLIN W 8
Taubenstrasse 37

Dear Ministerialdirector,

In the enclosure, I am signifying my acceptance of my nomination to the Aufsichtsrat of the ALA ANZEIGEN A.G. and remain

With German salute and Heil Hitler!

Yours truly

(Page 5 of original)

The President
of the Advertising Council
of the German Economy

Berlin W 8, 23 May 1934
Taubenstrasse 37

Long-Distance Switch: Al Jaeger 0023
Bank Account: Reichskreditves.A.G.
W-8, Behrenstrasse 21-22

Visits by appointment only

Ref. No.....Pr/W
(Quote in all letters)

To Dr. Georg von SCHNITZLER
FRANKFURT/M 20
Westenstr. 41

Dear Dr. von SCHNITZLER,

On 4th May, the Advertising Council of the German Economy, together with the Central Publishing House of the National-Socialist Labor Party, purchased the shares of the "ALA" Anzeigen A.G.. In agreement with the Reich Minister for Public Enlightenment and Propaganda, I will charge "ALA" Anzeiger A.G. not only with important economic tasks but also with political ones.

I have personally taken over the Chairmanship of "ALA" Anzeigen A.G. Aufsichtsrat. I am glad to say that my deputy is the Reich Chief of the NSDAP Press, Publishing Director Max AMANN.

I am very much interested in seeing that further personalities are elected to the Aufsichtsrat of "ALA" Anzeigen A.G. whose capabilities, name and position will act as a guarantee for the general public of the extraordinary importance of "ALA".

TRANSLATION OF DOCUMENT NO. NL-880
Cont'd

I have taken the liberty of proposing you as Aufsichtsrat member and I would be very obliged to you if you were to show yourself willing to accept my proposal. The first meeting of the Aufsichtsrat will take place on 31 May 1930 hours in the Flugferband-House, Berlin W 35, Schoeneberger Ufer, corner Blumenhof 17, first floor, and I hope to see you there.

With German salute and Heil Hitler!

(Signature) REICHARD Ministerial Director
(Temporarily Retired)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, M.P. NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-880.

DOROTHEA L. GALEWSKI
M.P. NO. 34079

EXCERPT OF TRANSLATION OF DGC. No NI-826
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

The Director of the
Reich Chamber of Economics

Berlin NE, 15 July 1939
Neue Wilhelmstrasse 9/II
Phone 176551

(see statement of 28 July)

Initials

Dear Reich Minister!

I take the liberty to forward per enclosure a memorandum of the meeting of German and foreign economists held this year in connection with the Kiel Week (Kieler Woche). This convention, staged for the first time last year, and which is managed by Duke Adolf Friedrich zu Mecklenburg in his capacity as president of the Deutsche Auslands Club and supported by leading personalities of German economy, is, according to my opinion, steadily gaining importance at this time of growing political tension and also deserves increased attention since this convention, independent of the official dictations, enables natives and foreigners to get into free and easy contact with each other and talk things over. For this year especially there was a particularly animated exchange of opinion in regard to politics and economy, and we Germans could not only gain remarkable and important ideas from these discussions, but had often also an opportunity to clear up misunderstandings. It has been endeavored to give, in the attached memorandum, a true account of these talks and discussions and the impressions gained thereby. For this reason, I suppose, it will be of interest to you.

Hail HITLER!

Yours very truly

(Signature) A. PIETSCHE

To Reich Minister
Dr. LAHRKE

Berlin NE 8
Voss-Str. 6

EXCERPT OF TRANSLATION OF DOC. No NI-826
continued

The personally competent
sub-department head
Reich Chancellery 20962 B

28 July 1939
at present Berchtesgaden
Reich Chancellery Building

To the Director of the Reich Chamber of Economics
Herr A. PIETZSCH

Berlin NW 7
Friedrichstr. 9/II

Dear President:

The Reich Minister and Chief of the Reich Chancellery
expresses his sincere thanks for the memorandum on the
Foreign Convention in connection with the Kiel Week. The
Minister has read this memorandum with great interest.

Heil HITLER!

Reich Cabinet Councillor

Initials

Report of the Deutsche Auslandsklub
on the Convention of Foreigners
in connection with the Kiel Week 1939.

1. The idea of the convention

The experience, gained in connection with the Berlin Congress of the International Chamber of Commerce in 1937, that a German-foreign understanding on problems and methods of economic policy is, in the first place, so difficult to reach, because international "norms of language" and a harmony of conception are lacking, was the reason that Dr. HUGER proposed to the Auslandsklub last year of using the Kiel Week to bring leading German and foreign economists together, in order to establish at least the basis of getting better acquainted with each other and of having a constructive discussion free of misunderstandings. The Deutsche Auslandsklub acted on this suggestion with alacrity, so that such a meeting between Germans and foreigners could be arranged for the first time in May 1938 under the Presidium of Duke Adolf Friedrich zu Mecklenburg.

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Regardless of the political tensions which had increased in the meantime the Deutsche Auslandsklub, in cooperation with German business circles, decided to arrange such a convention again for this year. This decision was unanimously supported by the official authorities in question. Doubt, expressed here and there, that Germany should not be always the party extending the invitation for such conventions were considered as not being justified. Germany as the largest and most populous country of Europe need not fear that she will suffer a loss by cultivating hospitality; on the contrary, she only proves to the world that, even in these times of political unrest, she is still conscious of her European mission.

.....

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2. Impressions and Evaluation

a) Politics as judged by foreign participants

As expected, the foreign policy was the chief topic of all discussions. The starting point for such discussions on foreign policy was nearly always the 15th of March which has caused reactions abroad the extent of which has, so far, not been realized by most of the German participants. The English and French naturally expressed themselves very pointedly on the subject. Nobody of course wants a war and hopes for peace are still being cherished, but they felt certain that in case of any further arbitrary proceedings in Germany's foreign policy war would be unavoidable.

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Page 3 of original continued

.....

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.....

One can almost say that the German sweep of 15 March has not with me or only little understanding from all countries represented (with the possible exception of Italy), and that it was difficult to convince these countries of the necessity of this German step. Our conduct towards Czechoslovakia has engendered an unbridgeable distrust everywhere abroad. I re-iterated

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that Germany could not have tolerated a hostile armament center within her geopolitical sphere, and that, when judged objectively, every other nation would, in a similar situation, have acted the same as Germany did. I made the observation however that nobody could see this point of view, even if I talked with the tongues of angels.

.....

Even His Excellency BILANSKY - a particular spokesman for close economic cooperation between Yugoslavia and Germany - said that, politically speaking, the German occupation of Bohemia and Moravia had caused great consternation in South-Eastern Europe and especially in Yugoslavia too. He thought that the change over from a purely national policy to the vital space policy had caused great fear in the adjoining south-eastern European countries. He personally agreed with the counter-argument that the occupation of Bohemia and Moravia was less a question of political and economic living space, but that it was largely a matter of necessity to disarm a country, jutting into the German living space, which had become a military deployment area for a hostile coalition of powers. He stressed however that he was aware of this but that public information and opinion in his country was not of this nature. Especially the English and French papers had heavily exploited

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the underlying fact that, with the occupation of Bohemia and Moravia, Germany had deviated from the principle of the national state and had thus become a menace to all South-East-European states. Unfortunately no respective counter measures had been undertaken by the German propaganda. Germany ought to emphasize again and again that in the case of Czecho-Slovakia not a neutral country had been occupied, but a country belonging to a hostile coalition, and that, nevertheless, those smaller countries who will fully maintain their neutrality, will have nothing to fear at all from Germany." It could quite often be observed that foreign friends of Germany were looking for arguments to defend Germany's foreign policy. "Benevolent pro-Germans, when talking with us, were always on the lookout for arguments they could offer their compatriots to offset the claim that Germany, with the establishment of the Protectorate, had deviated from her own principles. I have the impression that many a pro-German abroad considers himself exposed to attacks and so, for reasons of self defence, wants to get hold of any enlightenment we can give him."

Yet, in spite of this manifest distrust, Holland, Switzerland, the Nordic and Baltic guests, as well as the delegates from South-Eastern Europe have emphatically declared that, in case of war, their countries would certainly remain neutral. "Lynheer Graas de Jongh expressed surprise at the alleged opinion in Germany that Holland had already decided to cast her lot with the other side." An opinion less friendly to Germany however was expressed by Lynheer KESSELER, another Dutchman. "Lynheer KESSELER, who considered Germany only a trouble maker in European politics and economy, was a common

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Page 7 of original

exception in the quest for an understanding of Germany's problems." The Italians present spoke very guardedly and denoted some apprehension lest "things became serious" especially in view of the Italian business and financial situation.

b) The opinion of foreign delegates on business economy

Whilst it proved to be a hard proposition and at times an impossibility to awaken a real understanding for the problems of Germany's foreign policy, it was, on the other hand, a relatively easy task to make them comprehend the interior and exterior German economic policy. The German policy of stabilizing the tides of the market was sincerely admired by the representatives of all countries, and it must be noted at the same time, that the distrust, shown less than a year ago to Germany's financial methods, had largely disappeared.

.....

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EXCERPT OF TRANSLATION OF DOC. No NI-826
continued

CERTIFICATE OF TRANSLATION

10.9.47

I, Leon Ratserdorfer ETO No 483 hereby certify
that I am a duly appointed translator for the German
and English languages and that the above is a true and
correct translation of the document No NI - 826.

Leon Ratserdorfer
ETO No 483

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Special interest was also paid to German social policy. " Many questions concerning German social policy were submitted and this subject was widely discussed. Interest was shown in the idea of the work community in the industrial enterprises and it was asked how it actually worked in daily life. Especially many questions were asked concerning the position, the function and the actual effect of the Vertragsrat. Informations on this subject were received with great attention and in compensation the difficulties in this respect, which prevail in other countries on account of the trade unions were stated. In the same manner many questions about the Strength through Joy and the National Socialist Welfare were submitted and detailed explanations concerning the actual experiences in the enterprises and in daily social life were requested. On this subject too the German explanations were listened to with great interest and in all cases, this is especially to be emphasized, the high standard of the welfare institutions and conceptions was voluntarily acknowledged. In individual cases the opinion was expressed that Germany, as far as welfare policy is concerned, takes decidedly the first place in the world. In individual cases it was furthermore expressed, that it is desired to introduce such institutions according to the example given by Germany, but that, unfortunately, the opinion of the trade union opposes this and that the trade unions openly endeavoured to counteract these principles. "

.....

(page 11 of original)

Naturally, too South Eastern Europeans, especially Professor Ianculesco, showed a special interest during the discussion of the industrialization problems. (See also Professor Ianculesco's address in the Institute for World Economy, Enclosure III). The South Eastern Europeans are actually thankful if one acknowledges that their living space is overpopulated as far as agriculture is concerned and that therefore, in case of the strengthening of the mutual economic relations, not a German colonisation, but only a German assistance in the intensification and industrialisation of their economy can be taken into consideration. However it seems to be necessary that the assignment of German forces to the industrialisations in these countries should be organized in a better and more rigid manner. Thus Professor Ianculesco stated about the following "that at present too many German tourists came to Romania who did not have any special assignment and who scare the Romanians. The less pro-German circles of Romania talk about an invasion of German tourists. It would be better if fewer, but better qualified Germans with specified commissions would come down there. This was not directed against the committees sent by Germany, but against the great number of private tourists.

EXCERPT OF TRANSLATION OF DOC.NL-826
continued

(page 11 of original, cont'd)

Similar ideas were expressed by Professor Raducanu and he also talked about the fact that the relations between Romania and old Austria had always been very good and that therefore a strong interpolation of Vienna in the German-Romanian relations would be highly appreciated. This opinion is in opposition to the opinion of the Yugoslavs, who apparently would prefer to be in contact, not with Vienna, but with Berlin.

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Enclosure I

I. Report about the preparation work and the execution of the REPEREWA

a) The preparations.

First of all a program with the City and Chamber of Industry and Commerce, with the High Command of the Navy and the management of the Kiel-week was worked out. Then, in close personal cooperation with German industry and the official departments, especially the Foreign Office, the list of the foreign guests which were to be invited was prepared, and here it was agreed to invite representatives from all European countries with the exception of Turkey and Poland. Finally the German economists, as in the previous year, were invited to a meeting for the internal clarification of those political and economic questions which probably would be presented by the foreigners in the first instance. While last year the President of the Reichsbank was invited to this internal conference, this year President Piesch, the Chief of the Reich Economic Chamber, put himself at disposal for this task. In this discussion, which took place on 20 June, the various questions which could be important in a conversation with foreigners were discussed. In the main it was agreed that the center of the interest of the foreigners would, as far as, it can be assumed, not be the economic, but the important questions of foreign policy and thus it was regarded as necessary to have especially in this connection, convincing explanations and arguments at hand. Thus, to the question of the Protectorate it was, among other things, established that Germany did not only permit a cultural and economic sovereignty of the Protectorate, but even desired it.

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However, certain measures of the countries abroad, for instance the countervailing duty imposed by the United States also on goods from the Protectorate have naturally an effect which decreases the sovereignty of the Protectorate. Thus, if the countries abroad are really interested in maintaining the sovereignty of Bohemia and Moravia they should not undermine it, but on the contrary should support it by appropriate measures. In the economic field especially questions about the public financing, about the relationship between the Reichsbank, State and currency and about the methods applied by Germany for the furthering of the export are to be expected. Therefore these problems were especially discussed in detail. During the discussion of public financing, especially of the tax vouchers among other things the explanations given by Under-Secretary of State REINHART were referred to, who does not see any difficulties for the cashing of the tax vouchers and who even predicted a decrease in the issue of tax vouchers. These explanations can be interpreted only to the effect that public expenses have reached their highest point and that they would decrease in the near future. In this connection it would be necessary to oppose possible assertions of the foreigners, namely that the new Reichsbank Law does away with the independence of the note-issuing bank and makes it subject to the despotism of the State. Such assertions have in the first instance to be answered by pointing out that the so often quoted "liberty of the note-issuing bank in the sense of a contrast to the own State does not exist in any country and that it could not exist either". The note-issuing bank developed everywhere to an assistant of the economic policy of the State, either by being used more widely for the covering of the credit claims of the State, by manipulating the price of the gold according to the will of the State, and by transferring the revalorization profit to the funds of the State, or by bringing by open-market policy, the interest up to a state desirable either for reasons of economic policy or of state finances.

(page 14 of original)

In France the decisive influence of the State was legally founded by a change of the note-issuing bank law. If the influence of the State in the note-issuing bank law has not yet become evident in the individual countries and if therefore the own note-issuingbank would be regarded as still being "independent", one is the victim of a phantom illusion, and in principle the German Reichsbank did nothing except now taking the practice formally and legally into consideration.

(page 14 of original, cont'd)

A danger of inflation could not arise from this, because the German economic management by an extensive directing of credit, production and consumption, maintains a well-calculated balance of money and goods. The increase in German currency, which was so widely discussed abroad, can be explained by an increase of the economic turn-over and the extension of the circulation territory; for the rest the increase is much smaller than in some of the other countries, especially in France. In case of possible discussions about the German policy with regard to the furthering of the export, the reproach of dumping has to be refuted FIRST OF ALL. The subvention of German export which in this connection is so often quoted by foreigners is best answered by stating the well-known fact that the German export subventions are in any case smaller than the export advantages which the other countries gained by the extent of their currency devaluation.

b) The execution of the project.

In contradiction to last year the D.A.C. invited its German and foreign guests (list of persons participating, see enclosure II) this time not directly to Kiel, but first of all to Lübeck. With this detour over Hamburg Germany's will concerning export and world trade was in the first instance to be emphasized.

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and it is to be assumed that this intention, not at least on account of the hospitality of Hamburg, was a complete success.

.....

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From Hamburg one went first to the "Holsteinische Schweiz" and then to Luebeck, and the German gentlemen travelled with those of the foreigners with whom they wanted to continue the discussions they had started on the previous day. In Luebeck the Marienkirche was visited under the guidance of Professor KAHN.

.....

The days in Kiel were without doubt the climax of the meeting. The contact which developed between the guests and the hosts is now so close, the atmosphere so friendly and harmonious that one loses all reserve, that every possible opportunity is being used for a factual discussion, thus in statement and contradiction many an interesting discussion develops during which Germans and foreigners alike state their opinion free and openly.

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Another proof of the cordiality of the atmosphere in Kiel can be seen in the fact that one of the foreign guests during the visit of the armoured cruiser "Muensterberg" addressed the commandant and the assembled officers, and in his address talked about the glory of the German Navy and its importance for the keeping of peace (see enclosure III). The farewell lunch in the Yacht Club of Germany too showed this spirit of this friendly contact. Several of the foreign guests addressed the hosts and thanked them with a genuinely felt warmth and cordiality which by far exceeded the conventional manner.

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Enclosure II

List of persons participating

Belgium

JANSSEN, Albert E., Minister, retired, President
Societe Belge de Banque, Brussels

Bulgaria

KOSSEFF, Dr. P. Governor, Banque Nationale de
Bulgarie, Sofia

RIASCOFF, Marko, Excellency, Minister of Finance,
retired, Credit Bank, Sofia

Denmark

LEEL, Albert, chairman, Aalborgs-Handelsstands-
forening, Aalborg

KAUFMANN, Ernst von, Director, A.S. Kjobenhavns
Handelsbank, Copenhagen

Estonia

LUTHER, Martin, President, Eesti Vabrikantide
Ühiskus, Tallinn

ROSEN, Dr. Ernst Baron von, Vice President and
Director, Soc. des Distilleries de Royal
Rosen & Co. Tallinn

Finland

PIELDT, Rainer von, Director, A.S. Nordiska
Föreningsbanken, Helsingfors

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France

BOYER, Maurice, Assistant Manager, Banque de Paris et
des Pays-Bas, Paris
LE ROY LADURIE, Director, Banque Worms & Co., Paris
RAINDRE, Jacques, Member of the Aufsichtsrat, Acieries
Reunies de Burbach-Eich-Dudelange, Luxemburg
WENGER, Leon, Administrateur Delege, Petrofina
Francaise S.A., Paris
WOUTERS, Baron Charles de, Assistant-Manager, Banque de
L'Union Parisienne, Paris

Greece

Varvaressos, Prof. Kyriacos, Minister of Finance, retired,
Vice President, National Bank of Greece, Athens

Great Britain

ANDREAE, Hermann Anton, Partner, Kleinwort, Sons & Co.
London
GUINNESS, Arthur Rundell, Partner, Guinness, Mahon & Co.
London
GUINNESS, Frederick Roberts, Director, Drayfus & Co., Ltd.
London
GUINNESS, Richard Noel
LAIRD, H.R.M. Commander, London
PRESTON, Lt.-Col. The Hon. Richard M., Managing Director,
Rio Tinto Company, Ltd., London

Italy

DELLA ROCCA DE CANDIA, Giovanni, Conte, Member of the
Administrative Board, Soc. Idroelettrica dell'
Isarco, Turin
PIRELLI, Dr. Alberto, Ministro di Stato, Vice-President,
Administratore delegato, Societa Italiana Pirelli,
Milan

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PURICELLI, Dr. Piero, Senator, President, S.A.Puricelli
per Lavori all'Estero, Milan

ZUCCOLI, Dr. Giuseppe, Direttore Centrale, Banca
Commerciale Italiana, Milan

Yugoslavia

UMKINSKI, Dr. Milan, Minister, retired, director general,
Forest Industrial Enterprise Dobrljin-Drvar A.G.
"Sipac", Sarajevo

Latvia

ORENBER, Dr. Ing.F., Director, Baltic India Rubber
Company "Quadrat", Riga

KOCH, Werner, Director, A.G. Lenta, Riga

Lithuania

PALUSKI, Petras, Director, Chamber of Commerce Industry
and Trade, Kaunas

Luxemburg

CALMES, Prof. Dr. Albert, Director, Societas Reunies
de Burbach-Sich-Dudelange, Luxemburg

MEYER, Dr. Aloyse, Director General, Societas Reunies
de Burbach-Sich-Dudelange, Luxemburg

Netherlands

CREM. DE JONGH, Dr. Daniel, President, Nederlandsche
Handel-Maatschappij N.V., Amsterdam

KESSLER, Jean Baptiste Auguste, Director, N.V.
Koninklijke Nederlandsche Maatschappij tot
Exploitatie van Petroleumbronnen in Nederlandsch-
Indie, Den Haag

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Norway

HALVORSEN, Thorvald, Royal Italian Consul, shipowner,
Bergen

R. CHLEN, Cato, Captain, Director, Saugbrugsforeningen,
Halden

VEGT, Lorents, Director, Norges Industriforbund, Oslo

Portugal

da COSTA GABRIEL, Antonio, Excellency, special Ambassador
and Minister-plenipotentiary, retired,
Pico da Arcoz

Romania

MINOILESCU, Prof. Mihail, Minister, retired, President,
Romanian Territorial Group of the International
Chamber of Commerce, Bucharest

RADUCANU, Prof. Dr. Ion, Minister, retired, Rector
Commercial School, Bucharest

Sweden

CLEMEDTSON, Emil, Captain, Furuborg

ELDEN, Tage D., Director, A. S. Davy Robertsons Maskin
Fabrik, Goateborg

SWITZERLAND

BINDSCHIEDLER, Dr. Rudolf C., Vice President, Schweize-
rische Kreditanstalt, Zuerich

JOEHR, Dr. Adolf, Director General, Schweizerische
Kreditanstalt, Zuerich

Spain

TEJERAS, Baron de, Director General, La Espana Industrial,
Barcelona

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Hungary

Meeser, Andreas Vitez von, President, Orszagos
Mesoegazdasagi Kamara (Chamber of Agriculture),
Budapest, President, German-Hungarian Chamber of
Commerce
Jornomista, Jozs von, Minister, retired, Budapest

Germany

His Highness Adolf Friedrich Duke of Mecklenburg,
President, Deutscher Ausland-Club, Berlin
JBS, Hermann J. Royal Belgian Consul-General, Member of
the Vorstand, Deutsche Bank, Berlin
ALBRECHT, Conrad, General Admiral, Commander Navy
Command East, Kiel
BERGER, Dr. Hugo Fritz, Ministerial Director, Reich
Ministry of Finance, Berlin
BOEDER, Dr. Erich K.S., Member of the Vorstand, Rhennania-
Ossag Mineraloelwerke A.G., Hamburg
BR. LEUTIGAN, Dr. Otto, Legation Councillor, Foreign Office,
Berlin
BRANDENSTEIN, Rudolf, Baron von, Royal Bulgarian Consul-
General, President, German-Bulgarian Chamber of
Commerce, Berlin
BUELOW, Dr. Fritz von, Friedrich Krupp A.G. Essen
EUFF, Dr. Carl Theodor, Director, Siemens-Schuckert-Werke
A.G., Berlin-Siemensstadt
BUXHOEVEDEN, Dr. Peter Baron von, Chief Economic Political
Department, Siemens & Halske A.G. Berlin-Siemens-
stadt
CAMP, Joachim de la, President, Chamber of Industry and
Commerce, Hamburg

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CARLS, Rolf, Admiral, Commanding Admiral of the Navy Command
Baltic Sea, Kiel

GRUESCHLUN, Business Manager, Yacht Club of Germany, Kiel

ENGELBRECHTEN, Arnold von, Major, retired, Deutscher Ausland-
Club, Berlin

ESSBERGER, John Theodor, State Councillor, Chief of Reich
Traffic Group Shipping, Hamburg-Altona

PICK, Prof. Dr. Harald, University, Kiel

PINCK, August von, Bank Merck, Pinck & Co., Munich

PISCHER, Dietrich, Association Manager, Norddeutscher Regatta-
Verein, Hamburg

PISCHER, Dr. Otto Christian, Royal Danish Consul General,
Chief of Reich Group Banks, Berlin

FRANK-FAHLE, Dr. Guenther, Director, I.G. Farbenindustrie
Aktiengesellschaft, Berlin

His Highness the Duke of Schleswig-Holstein-Gluecksburg, Castle
Luisenlund (Schleswig)

JOERING, Herbert L.W. Business Manager, Stahlunion-Export
G.m.b.H., Berlin

GOTTING, Friedrich, Viceadmiral, Inspector of the Torpedo-
Inspection, Kiel

HACKERLUND, Dr. Ernst, Deutscher Ausland Club, Berlin

HELPFENICH, Emil, State Councillor, Chairman of the
Aufsichtsrat, Hamburg-Amerika-Line, Hamburg

HENSCHEL, Oscar Robert, Chairman of the Directorium
Henschel & Sohn, G.m.b.H., Kassel

HOPFMEIER, Dr. Walter, State Councillor, Chairman of the
Vorstand, Hamburg-Amerika-Line, Hamburg

HUEBNE, Hermann Victor, Member of the Vorstand, Deutsch-
Suedamerikanische Bank A.G. Berlin

JACOBSEN, Fritz, Member of the Vorstand, W. Jacobsen Aktien-
gesellschaft, Kiel

(page 24 of original)

KERL, Dr. Benno, Member of the Vorstand, Deutsche Kalisyndikat
S.m.b.H. Berlin

KIEP, Dr. Otto Carl, Ambassador, Foreign Office, Berlin

KOANDORFER, Hans, Municipal Councillor, Member of the
Vorstand, H.W. Lange & Co., K.G., Hamburg-Altona

KROGMAN, Carl Vincent, Governing Mayor, Hamburg

KRUEGER, Dr. Kurt, Director, I.G. Farbenindustrie Aktien-
gesellschaft, Berlin

KRUSE, Hans E.B., Wiechers & Holm, Hamburg

KRUSPIC, Dr. Walter, Chairman of the Vorstand, Rhenania-Ossag
Mineraloelwerke A.G., Hamburg

LUER, Prof.Dr. Carl, Member of the Vorstand, Dresdner Bank,
Berlin, President, Chamber of Industry and Commerce
for the Rhine-Main Economic Area, Frankfurt on the Main

M.CREMONA, Prof.Dr.Gerhard, Institute for World Economy at the
University, Kiel

M.HAVITZ, Walter, Partner, Markwitz-Deladamp & Co.,
Hamburg, Member of the Board of the Reich Group Commerce

MARTIUS, Dr. Georg, Ambassador, Legation Councillor,
Foreign Office, Berlin

MENTZEL, Walter, Mayor, Association Manager, Yacht-Club of
Germany, Kiel

MEWIS, Paul, Rear-Admiral, Commander of the fortifications of
the Western Baltic Sea, Kiel/Wik.

MIDDENDORF, Heinrich, Chairman of the Vorstand, Deutsche Werke,
Kiel A.G. Kiel/Garden

OBLADEN, Fr.W. Michel, Chairman of the Vorstand, Schuelke & Mayr
A.G. Hamburg

PFEIFFER, Karl, Member of the Vorstand, Deutsche Laenderbank A.G.
Berlin

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PIETZSCH, Albert, Chief, Reich Economic Chamber, Berlin
President, Chamber of Industry and Commerce, Munich
PILDER, Dr. Hans, deputy member of the Vorstand Dresdner Bank
Berlin
PLESSEN, Viktor Baron, Wahlstorf/Holstein
PREDOEHL, Prof. Dr. Andreas, Director, Institute for World Economy
Munich
PRENTZEL, Dr. Felix, Deutscher Ausland Club, Berlin
RACHEL, Prof. Alfred, Member of the Vorstand, Allgemeine
Elektrizitaets-Gesellschaft, Berlin
REITZINGER, Dr. Anton, Government Councillor, retired, Berlin
RIEDEL, Richard, Excellency, special ambassador and Minister-
plenipotentiary, retired, Vienna
ROHMEN, August, Member of the Vorstand, Reichs-Kredit-
Gesellschaft A.G. Berlin
SCHNITZLER, Dr. Georg von, Member of the Vorstand, I.G. Farben-
industrie Aktiengesellschaft, Frankfurt on the Main
SCHOW, Dr. Wilhelm Carl Ernst, Governor, Provincial Government,
Munich
TENGELEIN, Wilhelm, Country Councillor, retired, Member of the
Vorstand, Bergwerksgesellschaft Hibernia A.G. Harna
TERLIER, Dr. Jost, Business managing member, German-Belgian-
Luxemburgian Economic Committee, Berlin
WILDHECKER, Hermann, Director of the Reichsbank, Berlin
WELTZEN, Hans, Finance Councillor of the State, retired,
Business Proprietor, Berliner Handels-Gesellschaft,
Berlin

EXCERPT OF TRANSLATION OF DOC. NI-826
continued

CERTIFICATE OF TRANSLATION

11 September 1947

I, S.J. Hamburger, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document NI-826.

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S.J. HAMBURGER
ETO No. 20062

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Enclosure IV

Excerpts from letters and reports.

His Excellency RIASCOFF to Dr. FRANK - PARIS.

"... I accepted with thanks the kind invitation of the President of the "Deutscher Auslands Club", His Highness the Duke Adolf Friedrich of Mecklenburg. Thus I had now an opportunity to broaden my knowledge of the German conditions, to convince myself again on the spot of the creative impulse and skill of the German people and most of all, to admire the inestimable German talent for organization.

Regarding the organization of the "Kiel week" itself I can say only the very best. The whole schedule was unrolled with the typical German punctuality. One could feel everywhere that nothing was left undone in order to make the sojourn of the guests as pleasant and interesting as possible.

Apart from overt events however, the "Kiel week", thanks to the excellent idea of the "Deutscher Auslands Club" offered the marvellous opportunity for distinguished representatives of many from various countries, to meet in an unconstrained and very cordial atmosphere in order to get acquainted and discourse freely in the course of a few very happy days. This aspect of the "Kiel week" has much to its credit, because especially at similar affairs the personal touch can contribute extraordinarily to the furtherance and consolidation of international economic solidarity. From the German point of view and as an old gadabout, I may say that at gatherings like the Kiel week, many objectively thinking foreigners are given the opportunity for observation on the spot and to convince themselves personally that the German conditions are not in the least similar to the ones so often represented abroad these days for reasons of a political nature. I do not doubt for a moment that all foreign participants returned home encouraged and very much satisfied....."

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.....
From FIANDT / Finland to Dr. KRUGER.

"..... Returned from the pleasant trip to Hamburg and Kiel, I want to express once more my appreciation of the rendered hospitality. I believe that I may say that the foreign participants appreciated the idea of an unconstrained meeting with persons who have many interests in common and was grateful for the started initiative"

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de VOUELAS / France to Dr. E. WIEGER

(The original document states: Translation from the French.)

" In any case this getting in touch is very interesting and can only serve the development and improvement of international relations which the world economy needs so urgently at the moment"

ANDERAS, H.A. to Dr. FRANK - FAHLE

(The original document states: Translation from the English)

" I do not have a manuscript of my lecture which by the way was very improvised and in my opinion contained, many "unimportant phrases". I can only report what I said at that time, namely that all your guests left the meeting with a feeling of gratitude and appreciation of the really cordial reception offered to us. Your magnificent hospitality really overwhelmed us.

I want to call special attention to a certain matter in connection with my visit. Maybe we in England take too many things for granted. For instance I was right away convinced that the schedule for such a visit would be prepared and carried out with the thoroughness for which your action is famed, so that everything

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would run off like clock work without any hitch. This was for me self-evident. However what I did not expect and what made a deep impression on me and encouraged and gladdened me was the cordiality and sincerity of your welcome which greatly surpassed the usual form of politeness, the undercurrent of cordiality and friendliness which created for the visit such an encouraging and gratifying background in view of the momentary international situation that it will linger on in my memory for a long time to come.

The Kiel boat race in which I took an almost professional interest was, as I found out very soon, only the frame, inside of which I was offered an opportunity to communicate with visitors of other countries. Especially herein the "Auslands Klub" rendered valuable services, because without any doubt the personal contact between members of different nations is the most suitable way to avoid and eliminate political and economic misunderstandings. Thanks to the foresight of the club which made such a contact possible, I, making full use of this opportunity, had various conversations with some of the attending Gentlemen which were very enlightening for me. It is only natural that some of the raised questions were viewed from different angles according to the theme and the nationality of the persons participating in the discussions but in the end I found almost regularly a surprisingly small margin of differences of opinions regarding the main problems in question. Certainly this is a happy omen for that better understanding which we all are longing for?"

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.....

Dr. JOEHR/Switzerland to Dr. FRANK-PAHL.

"..... I can only repeat that it was extraordinarily interesting for us to participate in the gatherings of the Kiel week and that observations confirmed the excellent impression of the economic impetus of Germany which I already had since 1923....."

The "Economic Private Information" about
the "Kiel Week".

"Recently the press brought a short report which may have been scarcely noticed by most of us, but which nevertheless should raise the interest of the small circle of officers concerned with economic policy. Under the leadership of the "Deutscher Inselclub" approximately 30 outstanding personalities of the foreign economy have been welcomed at some official gatherings. With the exception of Turkey and Poland almost all important countries were represented by noted leaders of economy, the States of the South-Sea as well as men from Scandinavia, Frenchmen, Dutch, Swiss and also Britishers. This meeting of German and foreign economic leaders has now become an already periodical gathering which takes place since some time under the patronage of the "Deutscher Inselclub" mostly in connection with the Kiel Week. It has been proved hereby that by virtue of such a free exchange of ideas some false opinions about Germany and some bad feelings which stand in the way of an international collaboration in the field of economy, could be eliminated. In the intimate circle which is concerned with such matters, a real contact between man and man is possible during these days of a constant get-together of German and foreign personalities. The conversations cover the sober subject of economy but the effect

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of such meetings doubtlessly reaches to the more economic aspects. This time the meeting took place first of all in Hamburg where the gentlemen were attended to by the President of the Chamber of Commerce, the Hamburg merchant DE RIJCK. In a circle of Hamburg merchants and industrialists one got together at the Hamburg city hall. Breakfast was served in a small circle on board the new steamer of the "Deutsch Ostafrika Linie" (German East Africa Line) and the days business was wound up in the evening, at the Elbschloss at JACOBS, a refined Hamburg restaurant. Next day the gentlemen together with their German friends went by private cars via Lubeck to Kiel. Here a kind of banquet was given by the Institute for World Economy Kiel, during which Professor Dr. PREDDERL, the Chief of the Kiel Institute, gave a speech,

EXCERPT OF TRANSLATION OF DOC.No NI-825
continued

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which was followed by a discussion of timely questions regarding economy, the future of foreign trade a.s.o. This is only, roughly speaking, the public side of the meeting. The men who were assembled there, notwithstanding the fact that they occupy no position of high politics in their countries, nor party-political or other political offices, are nevertheless men whose opinion and word regarding matters of economy are of importance in their respective countries. Whatever had been discussed in this circle of a few dozen men during their stay as guests, does not find its way into the press or to the public. Just for this reason it seemed fitting to us that the merits which the "Deutscher Auslands Club" and the other organizations which concern themselves with such gatherings acquired, should be pointed out, not only from the point of view of the German economy but also generally from the angle of an economic collaboration of the different countries. Rightly protests have been made recently against the too great abundance of conventions and meetings. This here however concerns itself with a method, which in its importance cannot be evaluated too highly and which has proved itself as valuable because it restricts itself to an intimate circle of a few specially selected leading

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personalities of international economy and especially European economy.

No 444 of 26 June 1933.

CERTIFICATE OF TRANSLATION

9.9.47

I, William Zirkel AGC No B 397923 hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document NI 825

William Zirkel
AGC No 397923

TRANSLATION OF EXHIBITS FROM DOCUMENT No. NI-9898
OFFICE OF CHIEF OF COUNCIL FOR RESEARCH

La Química Industrial "Bayer Meister Lucius"
Waskotty C-3

13 April 1933

(Bayer stamp)

(15) 04

Santiago de Chile

Initialed

Basilla 139-D

RECEIVED
SECRETARIATE
6 June 1933 7.15 am.
RECEIVED

I.G. CHEMICALS DEPARTMENT, SUBJECT: IGF THE DIRECTORATE

LEVEL 0328

DIRECTORATE OF THE CHEMICALS DEPARTMENT

I acknowledge the receipt of Directorate's air mail circular letter No. 73 of the 29th of last month and am grateful for the use of its contents. I have already sent a detailed letter by air mail on the subject to Order "C-4", namely W-letter No. 125 of the 4th of this month and request you to forward this letter from the department named. I should now like to supplement this communication as follows:

On the basis of the decision of the Chamber of Deputies mentioned as a postscript, there ensued a meeting on the evening of the 5th of this month of the chairmen of German Societies and Unions in Santiago, in which I took part as representative of the Santiago members of the German Chamber of Commerce. At this gathering various suggestions were made on counter measures or protests against the decisions of the Israeliite Societies and the House of Representatives, already mentioned in the letter of the 4th of this month. A petition to the President of the Republic and to the President of the Chamber was considered, as were a public announcement in the town theater and publications in the daily papers. On the first two points it must be noted that the Government itself has nothing to do with a decision of the Chamber, that on the other hand the Chamber's decision was passed with difficulty only after the third vote had been taken, and that of 144 deputies only 34 voted in favour of the decision, whereas the rest withdrew from the meeting or else refrained from voting. It was then decided to publish at first only in all Santiago newspapers a declaration of protest by all the German societies, couched in decided and dignified language, of which I enclose a copy. It was furthermore agreed to arrange with the daily papers for the publication of articles along the lines of the German interests. A publication of this type from "Mercurio" published here on 8 April is enclosed. In so far as the development of the matter demands it, preparations should be made for the suggested announcement of a random. Up to this time the necessity for further measures has not arisen.

(page 1 of original cont'd)

I was glad to be able to gather definite and detailed particulars of the movement from your letter No. 23, and I have adopted your suggestion of having the part of your letter which came in question for publicity translated and printed as a circular letter to be sent to all doctors, dentists, chemists, our contractors and clientele in the country, as well as delivered to all daily papers, leading personalities, deputies etc. At the suggestion of the German consul here, I additionally send a few copies of the circular letter to the 17 consulates and vice-consulates in the country for redistribution to the pertinent officials. I enclose one copy of this letter, which is to be distributed today.

(page 2 of original)

La Quimica Industrial "Feyer" "Mister Lucius"
Waskotto via

13 April 1933

Santiago de Chile

(Feyer stamp) D. STILA 139-D

2nd page of the letter to I.G. Pharmaceutische Dept., Secretariate of
the Directorate, I. Varkausen.

According to the enquiries we have made and the reports of our
travelers the order to boycott German goods and German banks
has been totally without effect.

I shall inform you by the next post on the result of the measures
we have taken and whether the necessity has arisen for further steps
to be taken.

Yours very sincerely,

Signature: DIERHOF (?)

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. NI-9898
CONTINUED

La Quimica Industrial "Payer Maister Lucius"
Maskotty Cia

20 April 1933

(Payer Stamp)
(Ms) C L

Santiago de Chile

Casilla 139-D

RECEIVED
SECRETARIAT
2 May 1933 7-8 a.m.
RECEIVED

I.C. Pharmaceutical Dept. Secretariat of the
Directorate

LEVERKUSEN

INCITING TO INSTILL IN GOODS ABROAD.

In connexion with my letter of the 13th of this month, I beg to inform you that 4,200 copies of the circular letter there described to you have been dispatched to the people etc. already referred to in my letter. (number of daily papers, namely "El Mercurio" Santiago, "Diario Ilustrado", Santiago, "La Union", Valparaiso and "Diario Austral", Temuco, has published the circular gratis. The numbers in question of a lot of provincial papers have not up to now been submitted. The German newspaper for Chile also reproduced the contents. To this note I append an excerpt from each of the publications by the three first-named papers, from which you can take the headings under which the articles appeared.

Only favourable criticisms of the circular letter have reached me and our officials here. A small quantity of recipients, among them two deputies, acknowledged the receipt of, and expressed their satisfaction on the elucidation. In one case the circular was returned anonymously and in another anonymous letter (by a doctor, judging by the contents) the publications of the Israelite-Communist societies were contrasted with the circular letter and it was stated that people would abstain from using German products, and recommended us to delete from our lists those products whose inventors were Jews.

Our Doctor propagandists and propaganda travellers among the people report to us that their reception has been as friendly as ever and that there is no sign of a boycott of German goods anywhere.

If occasion should arise for the supplementation of the above communication, this will be carried out by the next post.

Yours very sincerely :

Signature : Werner DIERCK (*)

TRANSLATION OF EXCERPTS FROM DOCUMENT No. HI-9898
CONTINUED

CERTIFICATE OF TRANSLATION

10 September 1947

I, Patricia E. O. DON, CGO No. 30 139, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. HI-9898.

Patricia E. O. DON
CGO No. 30 139

TRANSLATION OF DOCUMENT No. NI-9897
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Watermark:
Bayer

18 August 1933
Copy by Zeydelin

To the Business Management Montevideo Strictly confidential

Your strictly confidential letter A-No. 178, dated 29 July 1933.

We thoroughly approve of your action in placing your mailing list of physicians and druggists at the disposal of the German Legation for the distribution of the new Abwehr propaganda newspaper for Germany published in Spanish. With regard to the problem of the mailing which is to be carried out by yourself, we shall discuss this matter with Herr No. next week, who will be sailing on the "Sierra Nevada" on the 27th inst. and will inform you of our attitude, when he passes through Montevideo.

With best greetings
Initialed: Dr.

Copy to Herr Kaelble.-

(Page 2 of original)

Strictly confidential
A-Uruguay No. 178

1 copy via air mail.

Montevideo, 29 July 1933

Rubber stamp: Legal Department
9 August 1933

To the Management Secretariat

Ms.: confirmed 10 Aug. 33
Leverkusen near Kooln a. Rhein

(Your letter C 4 dated 7 July 1933)

We have duly noted all details of your remarks in the above mentioned letter. For your information, we wish to state that for some time past the local Jewish colony has been broadcasting Jewish dialect over a radio station of the Capital several days a week, from 10 o'clock to 11 o'clock. The object of this measure was to agitate against the events in Germany and to urge a boycott of German goods. Unfortunately, the tone of these broadcasts must be considered provocative. As the population here does not understand anything, we would, for the time being, not attach any great importance to this type of anti-German propaganda.

In addition, a meeting of the Jewish residents in Uruguay took place recently in Montevideo, on which occasion a local physician, Dr. Rosenblatt gave an address. Newspaper clipping is enclosed. Dr. R. is a court and police physician in the capital, but is being cut by the local physicians, a fact which we already reported to Herr Hermann on 9 October 1931.

TRANSLATION OF DOCUMENT No. NI-9897
CONTINUED

(page 2 of original, cont'd)

The press of Uruguay depends to a great extent on the "Havas", so that it is not surprising that any lies about Germany find acceptance in our newspapers.

The German Legation published a few days ago the first issue of a propaganda periodical for Germany written in Spanish "La nueva via" (?), which is to be delivered free of charge primarily to the physicians and druggists in Uruguay, as main representatives of the intelligentsia. The German Minister requested the undersigned to make the mailing list of the firm Sayer-Meister Lucius available and also to take over the distribution, as the Legation does not possess the technical means required for getting them out at short notice. We agreed to do this, but should like to know whether our action has your approval. We are sending 2 copies of the periodical mentioned with the steamer mail.

We are continuing our efforts to safeguard the interests of our business even in the face of all these difficulties, and do not consider there is any imminent danger. Your assumption that the Uruguayans of to-day, made wise by the experience of the world war, have now finally become impervious to such propaganda against a foreign nation is quite correct. We join you in wishing to our Germany an early and final recovery.

With the best greetings

Signature: Dr. Schaeffer

cc to Herr Kaelble
cc to C 4

CERTIFICATE OF TRANSLATION

15 September 1947

I, JULIUS STENER, AGO No. 442654, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-9897.

JULIUS STENER, AGO No. 442654.

TRANSLATION OF EXCERPTS FROM DOCUMENT N. MI-10267
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

"Bayer-Meister Lucius"
PHARMACEUTICAL DEPARTMENT
I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Leverkusen, 14 December 1933.

Directorate

To the
Management of the
Winthrop Chemical Company, Inc.,
New York.

To the
Management of the
Bayer Company, Inc.,
Export Department,
New York.

Received
BAYER Co.- Export
Department
23 Dec. 1933
CK'D

On the occasion of the New Year we have, in a very detailed letter, furnished our representatives with a survey of the economic and political situation in Germany as it presents itself at the present moment. In view of its general significance and the pronounced impartiality which has guided us in its composition, we believe that you will find this survey particularly interesting, and we therefore take the liberty of sending you herewith the general introductory part of the circular letter.

Very truly yours,

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(signed) Mann Lentzel

translation
H/iz - 5/21/41

TRANSMISSION OF EXCERPTS FROM DOCUMENT No. NI-1A267
CONTINUED

Registered

Insert
Stamp

Circular letter of the Directorate # 27.

To all representatives
(Personal address of the
manager or managers responsible)

The New Year gives us a welcome opportunity to furnish you in the following studies with a survey of the political and economic situation in Germany, as well as the general outline of our business policy as it will be pursued by our Pharmaceutical Department "Royer" during the year 1934.

In view of the boycott propaganda abroad, which is still noticeable, although it has lost considerably in intensity, we are particularly desirous of describing to you in detail the actual conditions as they prevail under the new National Socialist government in Germany. We wish to express the hope that this report will supply you with important data, enabling you to continue to assist us in our struggle for the German conception of law. We ask you expressly, in connection with your collaborators and your personnel, to make use of these data in a manner which appears appropriate to you, to the end that all co-workers of our pharmaceutical business become familiar with these general, economic and political conceptions.

Since the year 1918, when the November revolution attempted to give Germany a new form, there arose among the German people, through the influence of a foreign ideology, contrasts which were almost unbridgable and which from year to year became more pronounced. Almost a decade and a half of internal strife, which led Germany to the very brink of the abyss, were required to lead to the conviction that the parliamentary form of government, suitable for the Western countries, was incompatible with the conditions in Germany. The Reich president took account of the will of the German people and on January 30, 1933 appointed the leader of the National

(page 2 of original)

Socialist German Labor party, Adolf Hitler, Chancellor of the German Reich. The old parliamentary system became exhausted in the race of political ideas and had to yield to the conception of political leadership.

The difficulties which confronted the new government upon coming into office were immense. Within, Civil War was smoldering and threatened to break out at any moment. Abroad, because of our internal dissension and because of the policy of our former rulers, Germany was a plaything in the hands of the signatories of the Treaty of Versailles.

TRANSLATION OF EXCERPTS FROM DOCUMENT "G.M.I-10267"
CONTINUED

(page 2 of original cont'd)

The situation was made worse by the depression which spread
want and misery over Germany. In those years the number of
suicides reached hundreds of thousands. This was the situation
on the eve of January 30, 1933.

The new Government went to work, however, without hesitation and
with the greatest energy. In a few months conditions were radi-
cally transformed. Within Germany, the Reichstag fire gave the
signal for the fight against Communists and "broadists," who, in
armed revolt, were intent upon bringing Germany to the brink
of the abyss once more. The government stepped in and purged the
country with an iron hand. Peace was restored to the people
and they could go about their affairs without fear for life
and property. The corruption of officials and public institutions
which had lasted so many years, was brought to an end, and those
found guilty were without exception called severely to account.

Achievement took the place of patronage and party membership,
as the means of securing office; order and honesty again became
the guiding principles in German public life.

(page 3 of original)

This spiritual transformation of the entire nation, as demanded
by the new ideology, took place within a few months; the recent
elections for the Reichstag have shown that the entire German
nation, which for centuries was the example of a disunited people
and in recent years almost perished under the parliamentary
system, stands solidly behind its leader and Chancellor. A
foreign journalist has designated this process the "miracle of
the birth of the German nation".

(page 7 of original)

Under the leadership of Adolf Hitler, the Third Reich has con-
solidated its position within a very short time. The world can
no longer be conceived without it; as time goes on, all boycott
and atrocity propaganda will be shattered against the peaceful
intentions of the German people. After many years of misguidance,
the German people has regained belief in itself. A new period of
German history has begun, and with it a new spiritual and economic
ascendancy, through the first stages of which we have just passed.

Cordially

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-10267
----- CONTINUED -----

CERTIFICATE OF TRANSLATION

14 September 1947

I, Patricia E.C. DOD, AGO No. 20 139, hereby certify that I
am a duly appointed translator for the German and English
languages and that the above is a true and correct translation
of the document No. NI-10267.

.....
Patricia E.C. DOD
AGO No. 20 139

Minutes of the

meeting of the directors (Verkaufsgemeinschaft
Pharmazeutika) in Leverkusen on 23 January 1934
at 8.30 hrs. a.m.

Those present were Messrs. W.R. Mann (Chairman)
Brueggemann
Krebs
Lindner
Lentzel
Paulmann
Zehn
Fette
Langguth (recording clerk)
Schnucke

(Page 6 of original)

11. Brazil / Speech of the Reich Chancellor.

Propaganda mail to about 16,000 physicians
included the text of Adolf HITLER's speech to the
Reichstag about the German people's readiness for
peace.

(Page 12 of original)

Approved of

Signature: MANN

CERTIFICATE OF TRANSLATION

25 June 1947
I, Mary Flock FERRY, Civ. No. 20 136, hereby certify
that I am thoroughly conversant with the English and
German languages and that the above is a true and
correct translation of document No. MI-8420.

MARY FLOCK FERRY
Civ. No. 20 136

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-8424
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

D.B. (Board of Directors
meeting)

MINUTES

No. 7/34.

of the Board of Directors meeting (Cooperative
Sales organization Pharmaceutica "Bayer")
at Leverkusen on 16 May 1934, at 9 o'clock A.M.

Present were: Peiser (Chairman)
Krebs
Lindner
Mentzel

(page 5 of original)

291) Belgium/pamphlet "Reichstag-speech by Adolf Hitler
on 30 January 1934".

The French pamphlets of Reichskanzler (Reich Chancellor)
Hitler's speech sent to Belgopharma at the time, were confiscated
by the customs-administration on their arrival in Brussels and
handed in to the Public-Prosecutors office. They have not been
released up to this day.

(page 8 of original)

Approved:

(Signature): PEISER.

CERTIFICATE OF TRANSLATION

25 June 1947.

I, Mary Flack PERRY, Civ. No. 20 136, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation of the
document No. NI-8424.

MARY FLACK PERRY
Civ. No. 20136

-1-
"END"

Minutes of the

meeting of the Directors (Verkaufs-
gemeinschaft Pharmazentika) in Lever-
kusen on 13 February 1934 at 9.30 hrs., A.M.

Those present were Messrs.: J. H. Mann (Chairman)
Brueggemann
Krebs
Montzel

Mark
Paukmann
Zahn
Fotter
Langguth (recording clerk)
Schmitz
Schmucke
Wagner (for a time)

60. Advertisements in foreign newspapers.

It has happened that advertisements of our products appeared in foreign newspapers, which publish insulting and abusive articles against the German Reich. The circular letter of the directors draws the attention of our agencies abroad to the fact that advertisements in such newspapers are to be stopped completely.

(Page 9 of original)

Approved of

Signature: JNN

CERTIFICATE OF TRANSLATION

25 June 1947

I, Mary Plack PERRY, Civ. No. 20 136, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. NI-8421.

MARY PLACK PERRY
Civ. No. 20 136

- 1 -
"END"

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-8422
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

D.B.
(Board of Directors meeting)
No. 3/34

MINUTES

of the Board of Directors meeting (Cooperative Sales
Organization Pharmaceutica) at Leverkusen on
27 February 1934, 8.30 o'clock A.M.

Present were: W. H. Mann (Chairman)
Bruggemann
Krebs
Lindner
Mentzel
Langguth (minutes writer)
Schmoecke

.....
110) It has to be demanded of our representatives and agents
abroad respectively that they refrain from any political activity
against the German Reich. At the next possible opportunity the
Gentlemen are to be verbally pledged accordingly.

(page 4 of original)

Approved:
(signature): MANN.

CERTIFICATE OF TRANSLATION

25 June 1947.
I, Mary Flack PERRY, Civ. No. 20 136, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation of the
document No. NI-8422.

MARY FLACK PERRY
Civ. No. 20136

TRANSLATION OF DOCUMENT No. NI-4610
OFFICE OF CHIEF OF COUNSEL FOR AM. CRIMES

Herrmann KASLELA
Rio de Janeiro
Caixa Postal 560

Rio de Janeiro, 25 September 1934.

Initial C/A

Handwritten: settled, answered.

Pharm. C 4
Layorkusen.

Handwritten:
passed on to accountancy settled
passed on to local department.

2. Mail
Airmail

Rubber stamp: Pharm., Sekretariat, 20 October 8-9 received.

July Account/Confidential Payments.

In reply to your letter of 7 September I give you below a copy of my letter of 23 January addressed to the Secretariat of the Reichsamt, which will clear the matter up:

"In order to counter the manifold false and distorted reports on the new currency, which are in circulation here too, there has been established, in close cooperation with the Reichsbank, the local chapter of the 'S.D.A.P.' and the German Chapter of Commerce, an agency which is to cooperate with this problem. The expenses which in the main consist of translation fees, will be covered by monthly contributions from influential German firms, and we, too, have declared our readiness to contribute our share, which for the time being amounts to Rs. 200,000 per month. I am convinced that you will not withhold your approval of this very important and necessary expenditure, and I would ask you to note, that this amount will figure in the list of confidential payments."

Change of Firm Name.

I received your communication of 7 September and I forward to your further information. In the meantime I discussed the matter with Mr. FRIEDL and in view of our inquiry. It has been stated that even if the firm name of 'SCHOTT & CO.' were 'ditto' and the name were changed to 'A. Chiriac & Co.' Ltd., the Berlin interests could still be represented as hitherto i.e. without forming a new company, if it retains the 'A. Chiriac' as a department of the 'A. Chiriac & Co. Ltd.'."

(page 2 of original)

No major legal or internal difficulties would arise, and I presume that this solution of the question is more favorable to you than if a new firm had to be founded. Should it be necessary to form a new company later on, this could be done any time.

Cordially yours
Signature.

CERTIFICATE OF TRANSLATION

12 June 1947

I, Julia WEHR, Civ. No. 030 099, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-4610.

Julia WEHR
Civ. No. 030 099

EXCERPTS OF DOCUMENT NO. 11 - 10575
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 1 of original)

BY COUNSEL

Buenos Aires, Argentina, February 13, 1946.

No. (handwritten:) 2033

Subject: Notes Verbales to the Foreign Office
in Reply to Activities of German
Nationals.

CONFIDENTIAL

The Chargé d'Affaires a.i. has the honor to enclose copies of the Embassy's Notes Verbales in regard to the activities of German Nationals as listed below, which were supplied upon the oral request of the Argentine Foreign Office and were based on information prepared by the Office of the Legal Attaché.

Enclosures:

.....

9. Note Verbale dated February 5 Regarding Heinrich
G. MOHANN.

EXCERPTS OF DOCUMENT NO. PI - 10575
CONT'D

(page 15 of original)

Enclosure no. to Despatch no. dated
February 1946, from the American
Embassy at Buenos Aires, Argentina.

NOTE VERBALE

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Worship and has the honor to refer to the Ministry's oral request for information concerning the German national Heinrich G. MOHANN. In this connection reference also is made to Note no. 120 from this Embassy dated January 14, 1946, in the enclosure to which Mohann was mentioned.

In accordance with the Ministry's request there is enclosed a memorandum containing the information available to the Embassy concerning this individual.

It will be appreciated if the Ministry will inform the Embassy concerning whatever action may be taken against this person.

Buenos Aires, February 8, 1946.

Enclosure:
Memorandum

Ministry of Foreign Affairs and Worship
of the Argentine Republic.

(page 17 of original)

AIR MAIL

MEMORANDUM

The German national Heinrich F. KOMANN was born in Prussia on September 21, 1895. He was managing director of Quinica Bayer, which was closely connected with all Nazi activities in Argentina, including efforts to avoid the blockade in order to supply Bayer in Columbia, Venezuela, and other countries.

He was president of the German Chamber of Commerce, and secretary of the organization Deutsches Hilfswerk, Calle Reconquista 134, 5th floor. It is known that the German Chamber of Commerce was used for German propaganda purposes, for espionage activities and for the acquisition of chemicals and other products for shipment to Germany via Spanish ships. He was vice president of the Club Aleman of Buenos Aires, and was one of the sponsors of the Nazi Party organ "Der Frenslor." He was a stockholder in the Instituto Lehrling de Perfeccionamiento Experimental, S.A.L., San Isidro, a subsidiary of Behringerwerke Aktiengesellschaft of Hamburg. He was a subscriber to the Nazi Party organ Deutsche La Plata Zeitung.

It is known that on April 19, 1943 Josef BERNHARD and Friedrich SILCHER, local representatives of I.G. Farben Industrie in Berlin, gave Komann a power of Attorney authorizing him to represent I.G. Farben Industrie in Argentina. He was therefore the principal representative of that company in Argentina.

He is known to have been connected with German espionage agents who operated a clandestine radio transmitter in Chile. He once received a letter which was forwarded to him by Anna HELLMANN, who belonged to the German espionage system in Chile and who had received the letter from an unknown individual in Bogotá, Colombia. He was accustomed to receive mail addressed to Santiago ARZANO through a "drop box": Casilla de Correo 1527, at Buenos Aires. This box is registered in the name of Santiago Arzano, Velez Sarsfield 4251, Lanus, Province of Buenos Aires. Arzano is a well known contact with offices at Calle Bagnavillano 4473, Buenos Aires. Komann is known to have received through this box a letter from Heinz SCITAKENSER, the manager of Bayer in Bogotá, Colombia, who was interned by the Colombian authorities. Komann also exchanged suspicious correspondence with managers of Bayer in other Latin American countries, and particularly with Werner SUMMIG in Santiago, Chile, Kurt DOLLSMANN in Asunción, Paraguay, and Ludwig SCHREIBER, also a suspected espionage agent, in Mexico.

(page 13 of original)

He also received mail through Casilla 715, Santiago, Chile, and is known to have submitted to Germany regular reports on economic conditions in South America and the activities of South American branches of Bayer. Momann was active in Nazi propaganda activities in South America, and was involved in the smuggling of strategic materials from Argentina to Germany. At one time he was prosecuted, together with other Germans, by the Argentine Government for fraud in connection with the misuse of funds collected among the German colony.

In Message no. 1542, dated October 29, 1943, the German Chargé d'Affaires at Buenos Aires, "EKKEN", advised Berlin that Momann was a confidential agent for the secret purchase of insulin, vitamins, et cetera, and he spoke very highly of Momann's previous success in the same operations in the past. Momann is reported to have used the German agent Jose Colla Alfaro in connection with shipments of strategic materials to Spain. When the Spanish ship Monte Albertin was intercepted by the British at Gibraltar on September 4, 1943, there were found much falsely navigated cargo and many letters to I.G. Farben in Leverkusen, Germany, which had been forwarded by Quimica Bayer. It was as a result of the search of this ship that the above cable was sent by EKKEN.

Momann was also in correspondence with leading Nazis in Lima, Peru; in one case, in correspondence with Georg Eduard FOCKE in Lima, he advised the latter of the arrival of letters from Germany via a Spanish boat. Momann was also in contact with Enrique VOLLBERG, who was repatriated to Germany from Argentina in 1944. It should be noted that the known German agent Juan MAXIMILIANO was an important employee of the Bayer Company under Momann.

It should also be taken into account that Quimica Bayer, the Scheringwerke and the I.G. Farben Industrie have been proven beyond doubt to have been world-wide instruments for Nazi activities of an economic, a propagandist and even of an espionage nature.

The following are addresses used by Momann:
Calle Madro 1060, Vicente López, P.C.C.A.;
Calle Caspar Camoes 450, Vicente López; and
Calle Independencia Tomkinson, San Isidro.

A CERTIFIED TRUE COPY

- 4 -

(END)

HEINRICH HOGANN

Buenos Aires, 5 June 1935
Corvino 3101

Pencil note:
Director Mantrol illegible Initial
please discuss with Central
Office for Contributions.
I agree in principle.

The Management of the
I. G. Farbenindustrie Aktiengesellschaft,

Leverkusen/ I.G. Platz

Gentlemen:

Last night Mr. Willy KOEHN, the Press Attache at the German Embassy here, as well as the head of his staff, Dr. KADET, up to now confidential agent of the U.S.D.A.P. for this country, paid me a visit in order to submit to me the following matter:

It is planned to establish a so-called "Correspondence Agency" in Argentina, which shall, without it becoming known in anyway that German authorities are interested in it, make available daily, free of charge, the news releases of the German Transocean Service to those newspapers that cannot afford a subscription to a foreign news service at the same time, pro-German articles, or neutral ones that - benefit Germany - could be placed through this agency.

As Mr. KOEHN told me, it is a question of establishing a press agency on the same lines as the ones already existing at Rio and Sao Paulo where they are being financed by the so-called "Kirmoring", (association of firms), which our representatives in Brazil are to join as well.

Mr. KOEHN desires, that our firm contribute at least US\$ 300.-- a month towards the expenses of the press agency to be founded here, and told me, that a number of important German firms here, such as Siemens-Schuckert, Thiesse, A.B.F., the German banks, etc., had already agreed to make such a contribution. After 6 months, and when the President of the German Chamber of Commerce will have returned from a trip to Europe, efforts are to be made to include wider German circles through his mediation, so that it might be possible to decrease the share of these firms, which are to participate during the initial period. Mr. KOEHN further stated, that the German firms could naturally use the "Correspondence Agency" for placing free articles which publicized in camouflaged form any of their products.

I have tried extremely hard to evade any participation in this new project, by referring to the contributions we have already made for German Schools etc., as well as to the subsidies paid by you over there; the gentlemen mentioned above, however, urged me to participate with such persistence, that I can hardly see a way of getting out of it. The influence of the locale

(Page 1 of original, cont'd)

Headquarters of the N.S.D.A.P. (Landesleitung) on hitherto internal affairs of the local German firms is becoming increasingly stronger, and I believe that it would not be advisable to give the authoritative agencies the impression that our firm does not care to support their endeavours and interests on behalf of the new Germany. In addition, the press office at the German Embassy here, which is directly subordinated to the Ministry for Propaganda, is said to exert a strong influence on the Ambassador so that we may be certain of an effective support by the German Embassy, if we are on good terms with the Press Attache.

(Page 2 of original)

In this connection I should like to point out, that at the present time I am attempting to induce the German Embassy to see to it that Prof. C.M. Squirra (compare our letter G-4358 of April 10, 1935) is awarded the Red Cross Medal.

I therefore beg leave to suggest, that the requested contribution should be made on behalf of all offices representing the I. G. in Argentina, and that it should figure on the accounts of the Central Office for Contributions at Frankfurt.

As the Press Agency is to be established as soon as possible, I beg you - if you agree with my proposal - to notify me by cable.

pencil note:
Has Hopen contacted
the offices in Argentina?
(initial) H 14/5

Respectfully yours,
(Signature) Heinrich Hopen

I. G. Farbenindustrie Aktiengesellschaft

Z.A. Office

Frankfurt.

C.4.

June 14, 1935

Establishment of a German "Correspondence Agency" in Argentina.

According to information received from the Quinior, an agency for the dissemination of news releases on matters concerning Germany is now about to be established in Argentina as well, through which those newspapers, that can not pay for a subscription to a foreign news service, can daily obtain the reports of the German Trans Ocean Service. At the same time, it would be possible to use this channel for placing pro-German articles, or neutral ones, but which favor Germany, with the Argentine press. The organization is to be modelled on that of the press agency, which was already established some time ago in Rio, and in the management of which, if our information is correct, Dr. STAMITZ of the Alliance is actively engaged, so that you should have detailed information as to its method of operation. As in Brazil, the necessary funds are to be raised by German firms, and the management of Quinior has been approached to this effect with the request to contribute a minimum of \$300.00 a month. After 6 months, on the basis of experience gathered in the meantime, endeavors will be made to interest wider German circles in the financing of this scheme.

Our management is convinced of the necessity of supporting these efforts, they propose however, to make the requested contribution on behalf of all the offices representing the I.G. in Argentina, and to account for it every time through your Central Office for Contributions. We agree in principle with this proposal and assume that you have already received a report on this matter from Amilino Alvarez as well.

In view of the urgency of this matter our management would appreciate an answer by cable, and we would therefore like to ask you to deal with this suggestion before anything else.

With German salute,

(Stamp) "KATZ"
Sales Department C 4

(Stamp) LINTAL (Stamp) signed ppa.
H. USIA

TRANSLATION OF DOCUMENT No. NI - 4613
CONTINUED

I. G. Berlin

Political Economy Department
Berlin NW 7, Unter den Linden 78

Handwritten:
Director MEYERL.

(Stamp):
The Secretariat of the Manage-
ment, Nov. 7, 1935, 9-10
Received

I. G. Farbenindustrie Aktiengesellschaft
"Bayer" Sales Combine Pharmazontika
Leverkusen - I.G. Plant.

Your Reference
C 4

Your letter of:

Our Reference
Press office
4

Date
8 November 1935

Re: Establishment of a News Agency in Argentina.

STRICTLY CONFIDENTIAL.

We have discussed the above mentioned matter in detail with the German Press Attaché for Argentina, who is at present in Germany, and with the competent Referent at the Reich Ministry for Propaganda. We were told, that it is a question of a News Agency for the purpose of gaining additional influence on the Argentine press in a way that cannot be recognized by the Argentines. To carry out this camouflage, a purely Argentine News Agency was founded with the help of the President of the Chamber of Commerce, SCHMITZ, all the employees of which have no knowledge of the actual connections. Besides President SCHMITZ, only the managers of 7 German firms have been informed of its real character. Apart from the Ambassador and the Press Attaché, no other government or party office has knowledge of the actual connection. As this service can only function, if the actual connections remain unknown to the public, we were most urgently asked to inform also within the I.G. only as small a group as possible of these matters.

The News Agency has already been operating for the last three months, after all German firms with the exception of I.G. had agreed to furnish financial support. The I.G. Representative, Mr. HORNIG, on his part, also agrees.

(page 2 of original)

The I.G.'s share comes to a minimum contribution of 500 Pesos a month, an amount that has to be paid by 2 other firms as well. The monthly contribution of other firms ranges from 200 to 300 Pesos.

The Press Attache also pointed out, that the office representing the I.G. was a very important strong point for the work there, especially since Dr. MENCK - who is very well known in South America - had taken charge of the Bacteriological Institute.

We also have notified the E.A. Office of this matter and assume that the question of the I.G. contribution may now be settled.

POLITICAL ECONOMY DEPARTMENT

(Signature) : MUTTMANN (?)

I.G. - Frankfurt

Pencil note:
Herrn Director KENT:EL
(Initials) M

Confidential !

To:
"Bayer" Sales-department G 4
Leverkusen.

Your reference	Your letter of	Our Reference	Date
		Z.A. Buero	13 November 1935

Dr.H./H.

Subject: Establishment of a German "News Agency" in Argentina.

With reference to your letter of 14 June, we are forwarding to you, enclosed, for your information a report of the Political Economy Department in Berlin, of 26 October, and ask you to kindly return it.

In view of the situation, the I.G. will not be able to avoid participating in the scheme. We propose therefore, that you write a personal letter to this effect to the head of the Quimion. We have a monthly contribution of 300 Pesos in mind, which at the very least, if it really is not possible any other way, could be increased to 500 Pesos per month. (Subject to the approval of the Foreign Exchange Control-office).

This is also to inform you, that the Photo-Sports has agreed to pay a share of 10 % of the total monthly contribution, in accordance with its low volume of business in Argentina. For the rest we will charge the Sports pro rata.

We beg you to treat this matter confidentially in view of the letter from the Political Economy Department.

(Initial) Ma
--- M
3/12

Z.A. Office
(Signature)

Enclosure.
(Stamp:)
Enclosure
155
(Initials) illegible

CERTIFICATE OF TRANSLATION

13 June 1947

I, Julia KERR, Civ., No. 030099, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. MI - 4613.

Julia KERR
Civ., No. 030099.

- 6 -
"ED"

TRANSLATION OF DOCUMENT No. NI-4613
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

ERRATA SHEET

Page 5 of the translation of document No. NI-4613 signature should read:

POLITICAL ECONOMY DEPARTMENT

(Signature): W.H. GATTINEAU

Page 6 signature should read:

Z.A. Office

(Signature): DUISBERG

(margin notes)
(Initials)
Ha, M, Ho.
3/12

Enclosure. (typed)

Enclosure (Stamp)
155

Errata sheet prepared by:

JOHN J. BOLL
U.S. Civilian
AGO No. A-444412

- END -

108

TRANSLATION OF DOCUMENT No. NI-6696
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

A. Quimica "BAYER" Waskott y Cia

Santiago de Chile

Ala
(Signature)

Original by Airmail.

2 December 1935

"Bayer" Sales Department C-4

(Postal stamp:)
Director's Office
"Bayer"

LEVERHAUSEN

15 December 35* 8-9
Received

Confidential. Dealt with
(handwritten)

Subject: Propaganda Through Newspaper Advertising Abroad.

From the "Study Group of the Departments for Industry and Trade in the Reich Chamber of Economics" Berlin N.Y.7, the German Chamber of Commerce has received, under the above heading, a leaflet of which I enclose a copy. It is mentioned therein that at a meeting of our national group in South America it was decided, together with the local Chamber of Commerce and the leading German large-scale firms, to centralize the advertising capital of all the German firms and to direct the distribution of these funds through the Press-Committee of the Chamber of Commerce, according to necessary political requirements.

I have no doubt you have already heard of this centralization of advertising capital and I should be most obliged if you could let me know by return of airmail, if possible, which is the country concerned and what you think of the matter, that is to say, what course has been decided on by our local branch office or agency.

Initial

Yours
(Signature)

(page 2 of original)

C O P Y .

Subject: Propaganda Through Newspaper Advertising Abroad.

It is common knowledge that German industry even today advertises in the foreign press to a relatively large and wide extent. In this way, the foreign press collects every year hundreds of millions RM from German firms. Our daily experience and numerous accounts reaching us from abroad prove that numerous men who, at the present time, control the administration of the advertising capital of their groups of interest are not representatives of that sound national sense of honor that, today, it should be possible to take for granted in every honest German. As we before, German industrial and commercial concerns advertise in the dirtiest anti-German papers abroad, even in such, as have been suppressed in Germany for years on account of their hate propaganda against the New Germany. Needless to say, we shall take suitable representation to the firms concerned in such cases which come to our notice.

A close study of all relevant questions soon reveals that nobody today realizes how considerable are the individual amounts procured by particular papers abroad from various advertising contracts. One of our national groups in South America has, in view of this abuse, decided upon a model ruling:

Under the direction of the Landesgruppe of the NSDAP a meeting took place between the local Chamber of Commerce,

(page 2 of original cont'd.)

the managers of the leading German large-scale business concerns and the chief press representative of the NSDAP. The outcome of this meeting was the resolution to centralize, henceforth, the whole advertising-capital of the German firms. The distribution of these funds is effected by the press committee of the Chamber of Commerce, according to the political requirements of the moment, the press committee being in close touch with the chief press representative of the NSDAP.

Through this regulation it has been made possible to exert a definite influence by means of immediate protests or withdrawal of all advertisement contracts, if any particular newspaper should happen to become abusive. As advice, from here, all district and independent local settlements, where today German Chambers of Commerce are established, to adopt a similar line of action. Where there should arise any difficulty in the collaboration with the local Chamber of Commerce we ask to be informed immediately.

CERTIFICATE OF TRANSLATION

12 June 1947

I, ANNETTE WALLACH, No. 20101, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-6696.

ANNETTE WALLACH
No. 20101

TRANSLATION OF DOCUMENT No. HI-070
OFFICE OF CHIEF OF COUNCIL FOR FAR CHINESE

I.G. FARBENINDUSTRIE AKTIENGESSELLSCHAFT

Mailing Address: I.G. Farbenindustrie Aktiengesellschaft
Zentral-Finanzverwaltung, Berlin NW7
Now: Unter den Linden 82.

Telegram Address: Igsecretariat

Telephone: Collective Number A 2 Flora 00-21

Accounts: Reichsbank-Giro-Konto Berlin
Postscheck-Konto 10458 Berlin

MS.) Bush

D. Please Thursday
morning
(remainder illegible)

Geheimrat Dr. Benzler
Foreign Office,
Berlin W,
Wilhelmstrasse.

Our reference (to be quoted in reply): Secretariat Department II Sw/Tl.

Berlin NW7
27 January 1937

Subject: Defense Against the Fostering of Anti-German Sentiments in
Latin America.

Dear Geheimrat:

In reference to the discussion of 25 January in your office, I will
try to inform you by Thursday of some of our ideas to which you may
wish to refer. You put forward the following three problems:

- 1) USA propaganda against the advance of German economic interests.
- 2) The lack of confidence in the German currency policy.
- 3) The transmission of press reports to South America.

Without any intention of forestalling Dr. Ilgner's final report, I
believe, on the basis of our past discussions, I may be able to acquaint
you with his general train of thought.

The elimination of USA influence is doubtless the most difficult
problem, and it will only be made possible by thoroughgoing measures of
enlightenment, by the persuasive power of German endeavors, and by the
creation of greater understanding between Germany and USA. The main
task in this respect will be in the field of increased cultural work and
the establishment of much deeper personal contacts with Latin Americans
than hitherto. I should like to

(page 2 of original)
make further comments on this point later on.

As already mentioned in the discussion of the 25th of January, during his visits to the various countries Dr. Ilgner always distributed some copies of the leaflet written by Herr Kiep in English for the purpose of enlightenment, and was able to ascertain that, as a result of these explanations, understanding for the German situation could be substantially improved. If the leaflet were brought up to date and perhaps completed by statements of prominent members of the government, experts, and economic leaders, or the reproduction of speeches by them, it would, if properly distributed, probably not fail of effect. We would propose as distributing agencies the Latin American Chambers of Commerce, the branch offices of German banks, and the representatives of German economy. It is really the last two who will be given the actual task, because they doubtless have the best contact with individuals. The policy already recommended by you of stabilizing the Aaski-mark rate of exchange and facilitating the Supplementary Export Procedure was also recognized by us, on the occasion of the trip, as the simplest and most effective method of counteracting the American attacks. Moreover, it would have to be stated that this is not meant as a measure against domestic production, but merely as an adjustment to the devaluation policy of other states. (Translator's note: Original reads "devaluation") It is a prerequisite for a successful result that German firms should at the same time be prevented from under-quoting each other since otherwise it might be concluded that unregulated subsidies were being used, and if this practice continued, it would be exploited by competitors of other nations as evidence against the German declarations.

As far as the transmission of information was concerned, the proposal has already been made to utilize the Trans-ocean Service to a considerably greater extent for South America, and thus break the at present almost exclusive dependency of the newspapers on the Associated and United Press. We have so far regularly furnished our confidential agents (Vertrauensleute) in each country

(page 3 of original)

with copies of "Dienst aus Deutschland" and its editions in foreign languages, "Berlin Weekly News" and "El Observador del Reich", and have requested them to notify us of their point of view by the middle of 1937. As a result of previous discussions with Herr Heissmann, we established the principle that the articles of these publications may only be used in the domestic press subject to prior approval, lest an article service free of charge would be the result. However, we are of the opinion that it would be most advisable to place these publications at the disposal of considerably larger circles, for example, to mail them to prominent domestic clubs, possibly also to place them at the disposal of doctors for use in waiting rooms. The mailing of single copies of German newspapers to such clubs would also serve the purpose of general enlightenment.

As mentioned at the beginning, the measures necessary for exercising general influence on public opinion will chiefly be of a cultural character. Only an energetic and far-reaching sponsorship of the German school system will enable the maintenance of contact with Germany, which is being restricted by the increasingly nationalistic laws of the various states. In the future, there will probably be two types of German schools, one being the purely German school, which will be attended by children of families of German nationality while staying abroad, and the other, which perhaps could be called propaganda schools, attended also by foreign children to a considerably larger extent than hitherto. At the same time, an increasing exchange of teacher personnel will have to be considered. As a matter of fact, the problem in this field is similar to that in the economic field, where in the future replacements will chiefly have to be procured and trained among foreigners of German descent.

In the discussion, I also mentioned Dr. Ilgner's proposal to complete or to supplement a Deutschland-Film by film shots showing foreigners during their stay in Germany. The foreigners acting in this film will, no doubt, unconsciously

(page 1 of original)
perform important propaganda work for Germany.

It is my opinion that the existing South American psychosis of expecting considerable political complications in Europe, and the expressing of the same thoughts by the USA press, could be eliminated by some serious film production. Suitable subjects would be "The German Labor Service", "German Navigation", "The German Automobile", "The Processing of Latin American Raw Materials in Germany", and so on, as well as belletristic films dealing with persons like Bolivar and Humboldt. The general situation in South America is characterized by a pronounced national feeling and the tendency to become independent of all foreign influence, and thus permits Germany to show herself as a model state. This situation will have disappeared in a few years time, and must therefore be quickly exploited. We can imagine that, if exchange offers were again made on the basis of an officially stressed equality, the activity of consultants might lose its perhaps somewhat humiliating character. For instance, Dr. Ilgner discussed with the Banco Central in Argentina an exchange of young business men, and with the Union Industrial an exchange of economically trained young people. The problem of the creation of employment, as solved by the Reich Government, is one which the majority of South American states would also like to tackle. For example, the increasing air traffic in Latin America offers the opportunity of exchanging meteorologists. In addition, the proper maintenance of German hospitals will in the future depend on the exchange of doctors. We should also take into consideration the exchange of actors and other artists.

In the interest of an improved international understanding, Dr. Ilgner suggested in the places he visited that during the winter season the premises of German clubs or societies should be used for parties to gather together members of all nationalities, if possible, and to cultivate German customs and characteristics. Various parties have already consented and undertaken to participate.

TRANSLATION OF DOCUMENT No. NI-070
CONTINUED

(page 5 of original)

Approval of our proposals reached us also from abroad.

The part played by the German direct-beam transmitter exceeds our expectations. Its program should be arranged with all care, because in South America this station competes with North American stations, whose programs in recent years have developed to a very respectable level. For example, the USA automobile manufacturers offer concerts of the best USA orchestras on their advertisement broadcasts. It is advisable to study the program arrangements of the North American radio stations carefully and adapt them for the direct-beam transmitter to suit the Latin American taste.

As I have already reported, Dr. Ilgner intends to draw up a social report on the film industry, in which he will deal in an even more detailed manner with the various problems.

With best regards and Heil Hitler,

Yours very truly,

(Signature) Schwartz

CERTIFICATE OF TRANSLATION

9 September 1947

I, Julius STEUER AGC No. A 442654, hereby certify that I am a duly appointed translator for the English and German languages and that the above is a true and correct translation of the document no. NI070.

JULIUS J. STEUER
AGC No. A 442654

(Page 1 of original)

Notification of shipment: No. 2064

Berlin, 14 December 1937

mailed today in 11

#####, #####, packages, ##### - #####

marked: Go 1707

To Landers Gruppe (or F.B.D.I.)

Dr. Simonson

Buenos Aires

(name of street illegible168

No. Volumes

- 1 Neoplaton, Ancient Germanic Cultural-standard (Alter germanische Kulturhöhe)
- 1 Hickmiz, Foreign trade under pressure (Ausserdruck unter Druck)
- 1 Groll, No Build Levees along the Sea shore (in nichten Leiche an Meerestrand)
- 1 Frink, Political von (Der politische Mensch)
- 1 Burghdoerfer, Population Development (Bevölkerungsentwicklung)
- 1 Gockbold, From the Kaiserhof to the Reich-Chancellery. (Von Kaiserhof zur Reichskanzlei)
- 1 Lelunga, Crisis Prevention (Kampf gegen das Verdrückten)
- 1 v. Jocko, Volk
- 1 Becker, The Family (Die Familie)?
- 1 Adolf Hitler's Speeches (Adolf Hitler's Reden)
- 1 Guenther, Primer on Race, (Kleine Rassenkunde)
- 1 Schirach, Hitler Youth, (Die Hitlerjugend)
- 1 Germany without Colonies (Deutschland ohne Kolonien)
- 1 Dietz, The Law for the Regulation of National Labor. (Gesetz zur Ordnung der nationalen Arbeit)
- 1 Kastner, Beethoven's Entire Correspondence (Beethovens sämtliche Briefe)
- 1 Wentzsch, Introduction to Practical Genealogy (Einführung in die praktische Genealogie)

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 1 of original continued)

No. Volumes

- | | | |
|---|--|--|
| 1 | Link, | 4 Year Tasses in the Mountains (Ein Jahr rollt uesb Gebirg) |
| 1 | Luang, | The Mirror of Battle (Der Kampfspiel) |
| 1 | Lalm, | Culture for the Education of /men (Kultur zur Erziehung der Frau) |
| 1 | Guenther, | Racial History of the Germanic Races (Rassengeschichte der Germanen) |
| 1 | | The Party-Day of Honor (Parteitag der Ehre) |
| 1 | | Yearbook of the Reich School Term 1937/38
(Jahrbuch des Reichsschulsenesters 1937/38) |
| 1 | Gross, | Science of the Philosophy of Life
(Reine Weltanschauungs Wissenschaft) |
| 1 | | Rudolf Hess' Speeches (Rudolf Hess Reden) |
| 1 | Graf, | Hereditary Science (Vererbungslehre) |
| 1 | Darre | 4 New Nobility of Blood and Soil (Neuedel aus Blut und Boden) |
| 1 | Udet, | My Life as a Pilot (Mein Fliegerleben) |
| 1 | Bruck, | The Third Reich? (Das Dritte Reich)? |
| 1 | Ueidel,? | Order and Discipline (Zucht und Ordnung) |
| 3 | Kolbenhoyer, Iernoclaus, | Volume 1-3 (Band 1-3) |
| 1 | | The Larer Duden, illustrated (Der grosse Duden, Bilderwoerterbuch) |
| 2 | Steinhausen, | German History of Culture, Volume 1-2 (Deutsche Kulturgeschichte, Band 1-2) |
| 2 | Schwertfeger-Volkman, | German Military Science, Volume 1-2
(Deutsche Soldatenkunde, Band 1-2) |
| 1 | Steull, ? | Deutschland (Germany) |
| 1 | Dietrich, | With Hitler to Power (Mit Hitler in die Macht) |
| 1 | Kleiststein, | Racial Theory (Abstammungstheorie) |
| 1 | Stegemann, | The World at the Turning Point (Weltwende) |
| 1 | Almanac of German Marching ² -songs | 1937 (Jahrbuch f.d. Deutsche Rei-
1937 Marschlieder?) |

(Page 1 of original continued)

No. Volumes

1	Deutschland
1 Zoeberlein	The Command of Conscience (Befehl des Gewissens)
1 Ley,	Germany Has Grown More Beautiful (Deutschland ist schoener geworden)
1 Goebbels,	The Battle for Berlin, (Kampf um Berlin)
1 Heinerich,	Thoughts and Remembrances (Gedanken und Erinner- ungen)
1 Waggen-Teigrauer,	Diary (Tagobuch)
1 Grimm,	People without Space (Volk ohne Raum)
1 Wickert,	The Breakthrough in 1918 (Durchbruch anno acht- zehn)
1 Darre	Peasantry (Bauerntum)
1 Gheff,	Service to the Race. (Dienst an der Rasse)
1 Fritzsche,	The Ethics of Labour (Arbeitsethik)
1 Wenzel,	Mothers of Tomorrow (Mutter von Morgen)
1 Jost,	The Revolution of Power Politics. (Die Wehr- politische Revolution)
1 Disleitner-Roth,	Genealogy of the People. (Volksgenealogie)
1 Arnold,	The Manager and his Plant (Der Betriebsfuhrer und sein Betrieb)
1 Burghoerfer,	Will the White Races Perish? (Sterben die weissen Voelker?)
1 Regge,	Hitler's Peace Policy (Hitler's Friedenspolitik)
1 Weinert,	Biological Reasons for Racial Strength and Racial Hygiene. (Biologische Grundlagen fuer Rassenstaerke und Rassenhygiene)

(Page 2 of original)

Certification of Shipment No.

Berlin 193

To

mailing today in

Cases, boxes, packages, printing matter

marked : Gc 1707

No. Volumes

1 Mueller	Rise of the Working-man (Aufstieg des Arbeiter)
1	Ten Years as Unknown Member of the SA. (Zehn Jahre unbekannter S.A. Mann)
1 Jaeger	Food 125 (Nahrung 125)
1 Ficker	A B C of Genealogy (A B C fuer den Sippen- forscher)
1 Markov	The Adventure (Das Abenteuer)
1	Documents of German Politics (Volume IV Germany's rise to Power 1936) (Dokumente der Deutschen Politik) (Band IV Deutscher Aufstieg zur Grossmacht 1936)
1 Grunert	Right is with Us (Wir sind im Recht)
1 Glasse	Race and Character (Rasse und Charakter)
1 Stojanovic	Germany and Europe (Deutschland und Europa)
1 Dittrich	Hereditry and Race (Vererbung und Rasse)
1 Riehl	Natural History of the German People (Naturgeschichte des Deutschen Volkes)
1	Annual Review of the German Army (Jahrbuch des Deutschen Heeres)
1	Annual Review of the German Airforce (Jahrbuch der Deutschen Luftwaffe)
1	Annual Review of the German Navy (Jahrbuch der Deutschen Kriegsmarine)

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(Page 2 of original continued)

No. Volumes

- 1 Sailors, Soldiers, Comrades (Matrosen, Soldaten, Kameraden)
- 1 Rosenberg, Blood and Honor (Blut und Ehre)
- 1 Krebs Atlas of Germany's Living Space (Atlas des Deutschen Lebensraums)
- 7 Beneath Fluttering Flags. Volume 1-2, 3-5, 7-8.
(Unter flatternden Fahnen) Band 1-2, 3-5, 7-8.
- 3 German Jocks, The book on German Youth (Jugendbuch)
* * * , Annual 1935 (Jahrbuch 1935)
* * * The Year of Decision 1933 (Das Entscheidungsjahr)
- 1 Rosenberg, Myths of the 20th Century (Mythos des 20. Jahrhunderts)

Glass, L.F. Race and Character 1. Volume (Rasse und Charakter 1. Teil)

Ditrich, F. Heredity and Race (Vererbung und Rasse)

Gross, J. Race, Ideology, Science. (Rasse, Weltanschauung, Wissenschaft)

Loeb, J. Blood and Race in Law (Blut und Rasse in der Gesetzgebung)

Arnold, L.G. Sport and Race (Sport und Rasse)

Buckner, H. The Family (Die Familie)

Bruchmann, J. Ancestral Names in Germany (Deutsche Sippennamen)

Dornleithner, J. The Road to Genealogy of the People (Der Weg zur Volkskunde)
Roth, A. Volkskunde)

Wimmer, F. von The Proof of Descendancy (Der Abstammungsnaehweis)

Teckman, Fr. A B C of Genealogy (A B C fuer den Sippenforscher)

Drehmer, G. Man, Nature, State. (Mensch, Natur, Staat)

Bergdorfer Fr. The Development of the Population in the 3rd Reich
(Bevolkerungsentwicklung im 3. Reich)

Rosen - Boerner S. The New Man from German Racial Law.
(Der neue Mensch aus Deutschen Artgesetz)

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 2 of original continued)

No. Volumes

- Fenze H. History in the Fight for Racial Supremacy
(Geschichte in Rassenkampf)
- Burglöffler Fr. Will the white Races perish? (Sterben die weissen
Völker?)
- Graf, Jakob The Teachings on Heritance, Racial Knowledge, and the
Care for Inherited Health.
(Vererbungslehre, Rassenkunde, u. Erbsundheitspflege)
- Günther, H.F.R. Origin and Racial History of the Teutonic Races
(Herkunft und Rassen Geschichte der Germanen)
- Gustt, Arthur. Service to the Race as Task of State Policy
(Dienst an der Rasse als Aufgabe der Staatspolitik)
- Paul, Gustav. Fundamentals of the Racial and Space History of the
German People. (Grundzüge der Rassen und Raumge-
schichte des Deutschen Volkes)
- Schultz, Siegfried My an Aryan Paragraph (Aryan Paragraph)
& Friends
- Siemens H. The Teachings on Heritance, Racial Hygiene, and
Population Policy. (Vererbungslehre, Rassenhygiene,
und Bevölkerungs politik)
- Dentscher, Erich Introduction to Practical Genealogy (Einführung
in die praktische Genealogie)
- Racial Hygiene in the Peoples State (Rassenhygiene
in Volkischen Staat) (Published: Munich, Lehmann 1
(München, Lehmann 1934).
- Deinert, Dr. Biological Principles for Racial Theory and Racial
Hygiene. (Biologische Grundlagen fuer Rassenkunde und
Rassenhygiene)

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 3 of original)

- Hitler, Adolph : Adolph Hitlers Speeches (by E. Hoeppele)
(Adolf Hitlers Reden (von E. Hoeppele))
- Hendel, George : Order and Discipline (Zucht und Ordnung)
- Hofmeister, H. : History of the Teutonic Races and National Education (Germanenkunde und Nationale Bildung)
- Kassiani, G. : Cultural Standard of the Old Teutonic Races (Altgermanische Kulturhöhe)
- Radin, Jernar : Living Space of the Teutons. (Germanischer Lebensraum)
- Scholz, Walter : The Teutonic Family in Prehistoric Times (Die Germanische Familie in der Vorzeit)
- Stechmann, H. : Germany and Europe (Deutschland und Europa)
- Friedrichs, Adolf : The National Socialist Revolution 1933 (Die Nationalsozialistische Revolution 1933)
- Jost, V. : National Socialist Revolution in Lower Politics. (Die Kampfpolitische Revolution des Nationalsozialismus)
- Rogge, Rich : Hitlers Peace Policy and International Law. (Hitlers Friedenspolitik und das Völkerrecht.)
- Buckow, R. Frh. von : History of the German Airforce (Geschichte der Luftwaffe)
- Grimm, Fr. : The Right is with Us. (Wir sind im Recht)
- Stechmann, H. : The World at the Turning Point (Weltwende)
- Richtl, F. Sch. : The Natural History of the German People (Die Naturgeschichte des deutschen Volkes)
- Lucht, Fiddler : The Mirror of Battle (Der Kampfpiegel)
- Graife, Dr. H. : Forced Labor in the Soviet Union (Zwangarbeit in der Sowjetunion)
Soviet Science (Sowjetwissenschaft)
- Stednicki, Stanislaw: Poland in the Political System of Europe (Polen im politischen System Europas)
- Vossel, Inge : Mothers of Tomorrow (Mütter von Morgen)
- Fahn, Gabriele : Organic Connection of Culture and Education of Woman with Life. (Kultur und Erziehung der Frau im organischen Lebenszusammenhang)
- Dalwage, Kurt : National Socialist Crime Prevention (Nationalsozialistischer Kampf gegen den Verbrecher)

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 3 of original continued)

- Groß, Guenther : To Build Levees on the Seashore
(Wir stehen Deiche am Meeresstrand.)
- Kretschmann, H. : Building Stones for the Third Reich (Bausteine zum
Dritten Reich).
- Borndt, Erich F. : Men and Deeds (Mannar und Taten)
- Locke Dr. Hilde : Ready to Serve (Bereit zum Dienen)

(Page 4 of original)

The German Labor Front
Foreign Organization of the N.S.D.A.F. Supplement to letter of
20. Nov. 1936
State - Group Argentines

To

Stabsleiter Party/center Siemens

Book-List I.

- x German Labor. - The National-political Education by K. Heinrich
(Deutsches Arbeitertum. - Der nationalpolitische Unterricht von K. Heinrich)
The Ethics of Labor. - Mankind and its Labor, by J. Fritzsche
(Das Arbeitsethos. - Der Mensch und seine Arbeit von J. Fritzsche)
Successful Maintenance of Labor Peace by Trustees of Labor, by F. Jöhner
(Erfolgreiche Abwahrung des Arbeitsfriedens durch die Treuhänder der Arbeit von F. Jöhner)
Germany has Become More Beautiful, by the Leader of the German Labor Front
Dr. R. Ley
(Deutschland ist schöner geworden, vom Führer der DAF Dr. R. Ley)
The Breakthrough of Social Honor. - by the Leader of the German Labor Front
Dr. R. Ley
(Durchbruch der Sozialen Ehre. - vom Führer der DAF Dr. R. Ley)
- x Plant and Labor Management in the Labor Front. - by K. Arphold
(Betriebs- und Arbeitsführung in der Front der Deutschen Arbeit. - von K. Arphold)
You Should Know! - A Year of National Socialism in Action, 2. The Battle of Labor in Industry by E.C. Lorenz
(Du solltest wissen, Ein Jahr Nationalsozialismus der Tat, Die Arbeitsschlacht in der Industrie. von E.C. Lorenz)
- x Law for the Regulation of National Labor dated 20 January 1934, as well as enforcement regulations, Führer Decree about the German Labor Front.
(Gesetz zur Ordnung der nationalen Arbeit vom 20.1.1934 nebst Durchführungsvorschriften. Verordnungen des Führers über die Deutsche Arbeitsfront.)
The Rise of the Worker through Race and Experience. - by K.V. Mueller
(Der Aufstieg des Arbeiters durch Rasse und Meisterschaft. von K.V. Mueller)
The Leadership Idea in the New Labor Constitution. - by F. Kuehn
(Der Führergedanke in der neuen Arbeitsverfassung von F. Kuehn)

(Page 4 of original continued)

Book-List II

- Leipzig, the Nürnberg of the German Labor-Front. - a picture and speech/^{report}
about the Reich meeting of the German Labor-Front.
- (Leipzig, das Nürnberg der Deutschen Arbeitsfront. - Ein Bericht in Bildern
und Reden über die Reichstagung der D.F.)
- A New Nobility of Blood and Soil. - by R. Darre
(Handel aus Blut und Boden, von R. Darre.)
- The Battle against High Finance. - by G. Feder
(Kampf gegen die Hochfinanz von G. Feder)
- The Future of Foreign Trade. - By inner market regulation to a free foreign
trade by F. Fried.
(Die Zukunft des Außenhandels, - Durch innere Marktordnung zur Ausen-
handelsfreiheit, von F. Fried)
- The Politically Minded German. - by Moeller van den Bruck
(Der politische Mensch, - von Moeller van den Bruck)
- Germany and Poland. - Contributions to their historical relations, by A.
Brückmann.
(Deutschland und Polen, Beiträge zu ihren politischen Beziehungen
von A. Brückmann)
- An S.S. Stormtroop Unit - a tale of the times, by J. Glaser
(Ein Trupp S.S., Ein Stück Zeitgeschichte von J. Glaser)
- The World at the Turning Point. - The fight for the future and Germany's
chance.
(Weltende, - Der Kampf um die Zukunft und Deutschlands Gestaltwandel)
by H. Stowmann
- France and its Gold. - The share of French financial power in the world
crisis, by S. Volff
(Frankreich und sein Gold, - Der Anteil der französischen Finanzmacht
in der Weltkrise, von S. Volff)
- Daily Life in Soviet Russia. - Power and Man. - Intention and reality in
Soviet-Russia, by Leichnam
- (Alltag in Sowjetrußland, Macht und Mensch, - Intention und Wirklichkeit in
Sowjet-Russland von Leichnam)

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 4 of original right side)

I.

Notification of Shipment No: 2058

Berlin, 14 December 1937

shilling today in 10

Cases, Bales, packages, printing - matter

marked : Co 1702

To
Landesgruppe der N.S.D.A.F.
(State-group of the NSDAP)

to Herr von Gossel ?

Sao Paulo
Rio Conselhais Kohlen 3637

No. Volume

1	The larve Duden: Illustrated Dictionary (Der Grosse Duden: Bilderwörterbuch)
1 Grimm,	Tongue without Space (Volk ohne Raum)
1 Hitler,	Mein Kampf (Mein Kampf)
1 Rosenberg,	Myth (of the 20th Century) (Mythos (des 20. Jahrhunderts)
1 Muechonskiser,	The Buffalo springs ? (Die Beffalbrunnen ?
1 Bruhn	Neither Kaiser nor King. (Kein Kaiser noch König) ?
1 Witzel,	Friendship of Kistelburg ? (Die Freundschaft von Kistelburg) ?
1 Bl....des Jahres ?
1 Mickwitz,	Foreign Trade under Duress (Auswärtshandel unter Zwang)
1 Dringier,	Between White and Red (Zwischen Weiss und Rot)
1 Goebbels,	From the Kaiserhof to the Reich Chancellory (Vom Kaiserhof zur Reichskanzlei)
1 Strobel	Zimmer's ? through the Year. (Bauerntr..... im Jahreslauf
1 Jatzat	Oh Bohemia (Oh Böhmen)
1 S....?	The Drum (Die Trommel)
1 Kupler	Play in the Summer Wind (Spiel im Sommerwind)

(Page 4 of original right side continued)

No. Volumes

1	The Fuehrer's battle for World Peace (Der Fuehrers Kampf um den Weltfrieden)
1 Stifter ?	The Holy Night (Der Heilige Abend)
1	The Broken Pitcher (Der zerbrochene Krug)
1 Neumann	The Minne Singer (Die Minnesänger)
1 Jappert	Calendar Poems (Kalendergedichte)
1 Kolbenhayer	Carlsbad Novel (Karlsbader Novelle)
1 Keller	The Fate of the Seven Stelwarts. (Fuchelien der sieben aufrechten)
1 Jappert	Journalist Diary (Lehrer Tagobuch)
1 Grimm	The Elephant's Return (Der Elefanten Wiederkehr)
1 Vickart	Candidate for Death. (Der Totaskandidat)
1 Moskow	The Unwelcome Franz (Der unwillkommene Franz)
1 Blunk	Ghosts and Lies (Spuk und Lüge)
1 Kredel	The Fats to Join the Army (Wer will unter die Soldaten)
1	Ten Years as Unknown Member of the S.A. (Zehn Jahre unbekannter S.A. Mann)

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 5 of original)

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
BERLIN NI 7, USTER DEN LINIEN 82.

(Copy for Issuer)

Voucher No.....

ORDER to Central Finance Administration

For the remittance of

Foreign Exchange ----- RM 300.00

Write: three hundred Reichsmark

to: GERMAN-FOREIGN BANK EXCHANGE DEUTSCHE BANK - UND DISCONTOGESSELLSCHAFT
Deposit Department, Berlin, Koenigstrasse 44/45.

for the account of: BOOK GIFTS TO MEDAL GROUP in Sao Paulo

by order of: Secretary's Office

to the debit of: Donations account.

account No.

Ordered by

above amount received

Berlin, the.....

Department: Secretary's Office

Date: 1 December 1937

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 5 of original continued)

right side

Notification of Shipment No.

Berlin, 193

ship this date in:

cases, boxes, packages, printing-matter

To

marked : Ge 1702

No. Volumes

- | | | |
|---|------------------------|---|
| 1 | Lydenborff, | My Far Recollections (Meine Kindheits-erinnerungen) |
| 1 | Gurler | Rudolf Dertbold. |
| 2 | Schwertfeger-Vollmann, | German Military Science (Deutsche Soldatenkunde) Band 1-2 |
| 1 | Darré | Peasantry (Bauerntum) |
| 1 | Hindenburg | From my Life (aus meinem Leben) |
| 1 | | Deutschland (I) |
| 1 | Darré | A New Nobility (Neuadel) |
| 1 | Wiet | My Life as a Pilot (Mein Fliegerleben) |
| 1 | Hilbrecht | Cleaning out the Temple of Art (Zauberung des Kunstatempels) |
| 1 | Frucht-Sorke | Emigrants (Auswanderer) |
| 1 | Odenschütz | Hunting in Flanders's Heavens (Jagd in Flanderns Himmel) |
| 1 | Stieve | The History of the German Nation (Geschichte des Deutschen Volkes) |
| 1 | Becher | German Seed in Foreign Soil (Deutsche Saat in fremder Erde) |
| 1 | Ritter | The Battle for Oil areas (Der Kampf um die Erdölräume) |
| 1 | Schweizer | Enchanted Wilderness in the German Homeland (Zauber der Wildnis in deutscher Heimat). |

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 5 of original continued)
right side

- 1 Graefo Men Beneath the Spade (Männer unterm Spaten)
- 1 Statistical Yearbook for the German Reich
(Statistisches Jahrbuch fuer das Deutsche Reich)
- 1 Hitler in his Mountains (Hitler in seinen Bergen)
- 1 Franzel Prehistorical features of Germany and the Germans
(Grundzuge der Vorgeschichte Deutschlands und der Deutsche)
- 1 The Jews in Germany (Die Juden in Deutschland)
- 7 Beneath Fluttering Banners, Volumes 3-5, 6 1 2, 7-8
(Unter flatternden Fahnen), Band 3-5, 6 1 2, 7-8
- 3 The German Purpose in the Year of Decision 1933
(Deutscher Wille in Entscheidungsjahr 1933)
- German Purpose, Book of Youth
(Deutscher Wille . . . Jugendbuch)
- German Purpose, Yearbook 1938
(Deutscher Wille, Jahrbuch 1938)

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 6 of original)

Notification of Shipment No. 2070

Berlin, 14 December 1937

mailing today in 7

cases, boxes, packages, printing-matter

marked : Gs 1712 a

To

Landesgruppe der N.S.D.A.F.,
(State-group of the National-
socialist party).

Santiago de Chile

No. Volume

1	Boomer	German Soil in Foreign Soil (Deutsche Saat in fremder Erde)
1	Darré	Lebenskraft (Lagerkraft)
2	Mecke	The Rise of the Reich (Der Aufstieg des Reichs) Volume 1-2 Part 1-2
1		The Jews in Germany (Die Juden in Deutschland)
1	Hoffmann	Hitler as No One Knew Him. (Hitler wie ihn keiner kennt)
1	Lochler	5000 Years Germany (5000 Jahre Deutschland)
1	Baumgardner	Group Roschmüller (Gruppe Roschmüller)
1	Guenther	Race Science, abridged (Kleine Rassenkunde)
1	Deukler	Hitler
1	Boehm	Cells in the Reich (Rufe an das Reich)
1	Rothacker	Village on the Border (Dorf an der Grenze)
1	Mickwitz	Foreign Trade under Duress (Aussenhandel unter Zwang)
1		Germany without Colonies (Deutschland ohne Kolonien)

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 6 continued)
left side

- 1 Rossini Prehistoric History of Germany (Die deutsche Vorgeschichte)
- 1 The German Landscape in 111 Aerial Photographs
(Deutsches Land in 111 Fliegeraufnahmen).
- 1 Schiedl German Farmhouse (Deutsche Bauernhäuser)
- 1 Gateways, Spires and Fountains (Tore, Türme und Brunnen)
- 2 Schwortfeger-Volkman German Military Science (Deutsche Soldatenkunde)
Volume 1-2 Band 1-2
- 1 Dornburg Curtain of Fire around Germany (Sperrfeuer um Deutschland)
- 1 Dörner Army behind Barbed Wire (Armee hinter Stacheldraht)
- 1 National Socialist Lesson-book (N.S. Frauenbuch).
- 1 Rosenberg Blood and Honor (Blut und Ehre)
- 1 Vining Horseman (Reichswehr)
- 1 Rosenberg Formation of the Idea ? (Gestaltung der Idee)
- 1 Lammert The Reconstruction. (Der Aufbau)
- 1 Zoberlein Belief in Germany (Glaube und Deutschland)
- 1 Lersch ? The Work of the Poet? (Das Dichterische Werk)?
- 1 Dörner The Last Riders (Die letzten Reiter)
- 1 Rosenberg Myth of the 20th Century (Mythos des 20. Jahrhunderts)

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 6 of original)

right side

Notification of Shipment No.

Berlin, 193

mailing today

cases, boxes, packages, printed-matter TO

marked : Ge 1712 a

.....

No. Volumes

- | | | |
|---|---------------|--|
| 1 | Ullmann | Breakthrough to a Nation (Durchbruch zur Nation) |
| 1 | Sprach | Breakhaus (Dictionary) |
| 1 | Schnitt | The Political Conception (Begriff des Politischen) |
| 1 | Forsthoff | The Totalitarian State (Der totale Staat) |
| 1 | Frank | To the History of National Socialism
(Zur Geschichte des Nationalsozialismus) |
| 1 | Udet | My Life as a Pilot (Mein Leben erleben) |
| 4 | | The Large Duden (Spelling)
(Der grosse Duden (Rechtschreibung)) |
| | | The Large Duden (Illustrated Dictionary)
(Der grosse Duden (Bildwörterbuch)) |
| | | The Large Duden (Style-Dictionary)
(Der grosse Duden (Stilwörterbuch)) |
| | | The Large Duden (Grammar)
(Der grosse Duden (Grammatik)) |
| 1 | Van den Broek | The Third Reich (Das Dritte Reich) |
| 1 | Siebert | Hitler's Intentions (Hitler's Vollen) |
| 1 | Zintel | What the World owes to the Germans.
(Was die Welt den Deutschen verdankt). |
| 1 | Dietrich | With Hitler to Power (Mit Hitler in die Macht) |
| 1 | Grobstein | From the Kaiserhof to the Reich Chancellery
(Von Kaiserhof zur Reichskanzlei) |
| 1 | Haimovsky | Hitler |
| 1 | Lindon | The History of German Literature
(Geschichte der Deutschen Literatur). |

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 6 of original continued)
right side

1. Poterzyan	Flight over the South Atlantic (Sued-Atlantikflug)
1. Drieger	Between White and Red (Zwischen Weiss und Rot)
1. Nossenbruch	Dynamic Economy (Dynamische Wirtschaft)
1. Grien	People without Space (Volk ohne Raum)
1. Jehner	Seven in front of Verdun (Sieben vor Verdun)
1. Darré	New Nobility from Blood and Soil (Neuadel aus Blut und Boden)
1. Steinhilber	The World at the Turning Point (Weltwende)
1. Lückner	The Sea Devil (Seeteufel)
1. Goebbels	The Attack (Der Angriff)
1. Seehofer	Travelling with the Führer (Mit dem Führer unterwegs)
1. Bodenschatz	Hunting in Flanders Heavens (Jagd an Flanderns Himmel)
1. Krebs	Atlas of the German Living Space. (Atlas des Deutschen Lebensraums)

(Translator's note: pages 6 and 7 of
original are identical).

6c
right side

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 8 of original)

Shipment No. 1712 :

Book - Donation

for
The Landesgruppe

of the NSDAF in Santiago de Chile

Volumes

Lochner,	German Seed in Foreign Soil (Deutsche Saat in Fremder Erde)
1 Darre	Peasantry, (Bauerntum)
2 Marcha	The Rise of the German Nation (Der Aufstieg des Reichs, Band 1-2)
1	The Jews in Germany (Die Juden in Deutschland)
1 Hoffmann	Hitler as No One Knows Him (Hitler wie ihn keiner kennt)
1 Lochler	5000 Years Germany (5000 Jahre Deutschland)
1 Baumgartner	Rosemuller Group (Gruppe Rosemuller)
1 Gwethner	Primer on the Science of Race (Kleine Rassenkunde)
1 Danner	Hitler
1 Boehne	Calls in the Reich (Rufe in das Reich)
1 Rothacker	Village on the Border (Dorf an der Grenze)
1 Mickwitz	Foreign Trade under Duress (Aussenhandel unter Zwang)
1	Germany without Colonies (Deutschland ohne Kolonien)
1 Kossinna	Prehistoric Germany (Die Deutsche Vorgeschichte)
1	The German Landscape in 111 Aerial Photographs (Deutsches Land in 111 Flugaufnahmen)
1 Thiede	German Farmhouses (Deutsche Bauernhauser)
1	Catapults, Spires and Fountains (Tore, Turme und Brunnen)
2 Scherffke or Volkmann,	German Military Science Vol.1-2 (Deutsche Soldatenkunde Band 1-2)
1 Baumgartner	Curtain of Fire around Germany (Sperrfeuer um Deutschland)
1 Danner	The Army behind Barbed Wire (Armee hinter Stacheldraht).

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 8 of original continued)

1	National Socialist Women's-book (NS Frauenbuch)
1 Rosenberg,	Blood and Honor (Blut und Ehre)
1 Vinnig,	Homecoming (Heimkehr)
1 Rosenberg,	Formation of the Idea (Gestaltung der Idee)
1 Luncker	The Reconstruction (Der Aufbau)
1 Zoerberlein	Belief in Germany (Glaube und Deutschland)
1 Lersch	The Work of the Poet (Das Dichterische Werk)
1 Deinzer	The Last Riders (Die letzten Reiter)
1 Rosenberg,	Myth (Mythos)
1 Wilkman	Breakthrough to a Nation (Durchbruch zur Nation)
1 Brockhaus	Dictionary (Sprach-Brockhaus)
1 Schmidt	The Political Conception (Begriff des Politischen)
1 Forsthoff	The Totalitarian State (Der totale Staat)
1 Frank	To the History of National Socialism (Zur Geschichte des Nationalsozialismus)
1 Udet	My Life as a Pilot (Mein Fliegerleben)
4	The Large Duden Spelling (Der grosse Duden Rechtschreibung)
	Illustrated Dictionary (Bildwörterbuch)
	Style-Dictionary (Stilwörterbuch)
	Grammar (Grammatik)
1 van den Bruck	The Third Reich (Das Dritte Reich)
1 Siebert	Hitler's Intentions (Hitlers Vollen)
1 Zinnel	What the World Owes to the Germans. (Was die Welt den Deutschen verdankt).
1 Dietrich	With Hitler to Power (Mit Hitler in die Macht).
1 Goebbels	From the Kaiserhof to the Reich-Chancellery (Von Kaiserhof zur Reichskanzlei)
1 Hadamovsky,	Hitler
1 Linden	The History of German Literature (Geschichte der Deutschen Literatur)

TRANSLATION OF DOCUMENT No. NI - 2787
CONTINUED

(Page 8 of original)

- 1 Potargyn (Sued-atlantikflug)
Flight over the South Atlantic
- 1 Driener Between White and Red (Zwischen Weiss und Rot)
- 1 Rosenbruch Dynamic Economy (Dynamische Wirtschaft)
- 1 Gries People without Space (Volk ohne Raum)
- 1 Lehner Seven before Verdun (Sieben vor Verdun)
- 1 Darre New Nobility from Blood and Soil
(Neuadel aus Blut und Boden)
- 1 Stegemann The World at the Turning Point (Weltwende)
- 1 Luckner Sea Devil (Seeteufel)
- 1 Goebbels The Attack (Der Angriff)
- 1 Goehner Travelling with the Fuehrer. (Mit dem Fuehrer unterwegs)
- 1 Bodenschatz Hunting in Flanders's Heavens (Jagd in Flanderns Himmel)
- 1 Krebs Atlas of German Living Space
(Atlas des Deutschen Lebensraums)

Translation of Doc. NI-2787
Office of Chief of Counsel for
Crimes.

CERTIFICATE OF TRANSLATION

1 August 1947

I, Joseph C. Coe, Civ. No. B 297 993, hereby certify
that I am thoroughly conversant with the English and
German languages and that the above is a true and
correct translation of the original doc. NI-2787.

Joseph Coe
Civ. No. B 297 993

(Text appearing below on left-hand side.)

Director, Dr. Ilgner (sic), member of the Vorstand of I.G. Farbenindustrie, had a large collection of books handed to the Regional Group administration of the NSDAP. The picture shows the Deputy Regional Group leader Pg. MUELLER with Mr. Heinrich KUMMER, head of "La Quimica Beyer S.A.", who handed over the books on behalf of Director ILGNER.

(Right-hand side.)

(Insertion in ink) December 23, 1937
HA/Pr.

To the Regional Group of the NSDAP,
Sao Paulo via Foreign Organization of the NSDAP,
4 Tiergartenstr., Berlin W. 35.

I was pleased to be able to visit your Regional Group during my South American trip. On that occasion we discussed the fact that the library was still lacking certain works on New Germany's literature and I promised you that I would see to it that I.G. Farbenindustrie A.G. cooperate in filling this gap. I have not forgotten this promise, but frequent trips last year have delayed my selection those books.

I trust that the comradeship which were then established may be continued, and I am glad, therefore, to know that it was possible, in cooperation with the "German Foreign Book Exchange" (Deutsch-Auslaendischen Buchtausch) to assemble a small book collection which has now been shipped (to you) as a commemorative token of appreciation. This collection of books will be handed to you by the manager of our agency in Rio de Janeiro, Mr. Max J. E. KAMMIS. I trust that the books of the Regional Group may provide many a pleasant hour of entertainment and remain with best wishes for the New Year, and

Heil Hitler.

Yours very truly,

(Fancied insertion (S) MAX ILGNER.

CERTIFICATE OF TRANSLATION

I, OTTO HEILBRUNN, 30140, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-2843.

OTTO HEILBRUNN
30140

AGFA PHOTO, WESKOTT & CIA

C O P Y (Fr.)

AGFA
Rua Dom Gerardo 47a
Caixa Postal 566
Via Perea

NATIONAL SOCIALIST GERMAN WORKER'S PARTY
Local Group Rio de Janeiro

Rio de Janeiro
3 September 1936

TO the AGFA PHOTO
WESKOTT & Cia
Rio de Janeiro

We gratefully acknowledge receipt of the following gift ordered by Dr.
Max ILGNER, Director of I.G. Farbenindustrie A.G. Zentral Finance Department:

Agfa Camera for narrow film and Agfa projector for narrow film.

As we have already gratefully notified Dr. Max ILGNER, his present will
enable us to make a pictorial record of the Artgruppe's work here and also
to inform the home country about it.

Someone who is familiar with these cameras will be charged with their
care and we shall contact you again shortly on this subject.

Heil Hitler!

(Signed) WAHLE
Personnel Department

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, M.P. NO. 34079, hereby certify that I am thoroughly
conversant with the English and German languages; and that the above is a
true and correct translation of Document No. NI-2802.

DOROTHEA L. GALEWSKI
M.P. NO. 34079

END

TRANSLATION OF DOCUMENT No SI-2790
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

rubber stamp: CONFIDENTIAL
(in English)

handwritten:
Exhibit 133

at present Santiago de Chile, 7 October 1936

Herrn
Fritz KLESTER
Head of the National Group of the NSDAP
Leandro N. Alem 168
Buenos Aires.

Dear Herr KLESTER,

Your journeys and mine during my stay at Buenos Aires unfortunately prevented our seeing each other more often, but I had an opportunity of discussing many problems with Mr. SIMSON and economic problems also with Dr. POSICH. These discussions were very valuable for me and I know they will prove to have been very useful, too.

May I offer you - in thankful memory of my meetings with the members of the Party at Buenos Aires - the enclosed two copies of the Fuehrer's book with the request to make use of them as gifts to such German fellow countrymen who have made valuable contributions to our common cause!

I have taken the liberty of inducing the Agfa agency at Buenos Aires to forward you an Agfa Movex film camera and an Agfa Movector reproduction apparatus in order to give the National Group the possibility of showing something of their work to the homeland through the medium of pictures.

With my best wishes for the work of the National Group Argentine and

H. H. Hitler!
Yours very obedient

rubber stamp in English: CONFIDENTIAL

handwritten number: 129

(page 2 of original)

handwritten remark: Exhibit 134
handwritten remark: Book gifts

NATIONAL SOCIALIST GERMAN WORKERS PARTY
Organization of Germans living abroad (Auslands-Organisation)
National Group Argentine (Landesgruppe Argentinien)

Office 25 de Mayo 145/IV Telephone
33-8534-6

Telegrams: Inland & Abroad:
Schmidt, 25 de Mayo 145, Buenos Aires
Abroad: for cables and radio
"GOBRA" Buenos Aires

Address for letter, nothing but:
"Casilla de Correo 882, Buenos Aires"
Address for registered mail:
Felix SCHMIDT, 25 de Mayo 145/IV
Post Office Current Account:
Felix SCHMIDT, Buenos Aires.

National Socialist German Workers Party
Swastika

(page 2 of original cont'd)

In reply please quote reference,
office and number.

Buenos Aires, 22 October 1935

Dear

Dr. Alex ILGSE
c/o Anillinas Alemanas
Suite 323
BUENOS AIRES

Dear Mr. ILGSE,

I just received your letter of 7th inst. with which you kindly let me have two copies of "Mein Kampf" as gifts to deserving German fellow-countrymen.

at the same time you informed me that your Agfa agency here will place an Agfa Lovox and an Agfa Novoflex at my disposal to be used in the National Group for our work.

I thank you most cordially for your magnanimous gift, also in the name of the National Group.

I already had the pleasure of discussing business affairs with Party member HEINRICH and Party member Dr. SSIGER and above all I am glad that you actively support all our interests and thereby assist in fulfilling the tasks allotted to us by the Fuhrer.

I should like to extend to you my good wishes for your continuous success in your manifold activities, and remain with

Heil Hitler,
Your obedient servant
(signed) KUNSTER
Head of the National Group

rubber stamp:
National Socialist German
Workers Party
National Group
Argentina

handwritten: 130

CERTIFICATE OF TRANSLATION

June 18, 1947

I, Annette Vellech, 20101, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. 1-2790.

Annette Vellech
No. 20101

W. J. D.

- 2 -

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TRANSLATION OF DOCUMENT No. NI-2801
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

Landesgruppe (Land Group) Brazil of the Foreign Organization
of the NSDAP

The Land Gruppenleiter

Telegrams: Nacobra
Phones: 4-5174, 4-4660

Mail Address: H.H.v.Cossel
S Paulo

Re: Your letter of
31 August from
Sao Paulo

Sao Paulo, 15 September 1936
Our Ref: 1/59/C/Sp./Sch.

Dr. Max Ilgner
Member of the Vorstand of I.G. Farben A.G.
At present: South America.-
.....

Dear Herr ILGNER,

Today is the first opportunity to acknowledge with thanks, receipt of your letter referred to above. I saw from your letter that you were satisfied with the reception you had from the National-Socialist offices and the National-Socialist comrades. Thank you very much for the books you gave me, as well as for the 3 Movex-cameras and projectors you promised me for the support of our work. As the books are particularly nice, I have decided to use them as prizes for young and old fellow-Germans who particularly distinguish themselves with respect to community work and work for Germanism.

I will forward the promised cameras to the schools designated by you as soon as I receive them. In any case I repeat my sincerest thanks for all those valuable presents.

According to our agreement, I wrote to Herr Hamers the day after your departure, and I hope that very soon we will get an answer from your central office in Berlin, so that we can begin to publish the donations made up to now as an encouragement for the slow payers. I can inform you, by the way, that Herr Alfred Weisslog too personally subscribed 100 accounts for himself.

Tomorrow I will travel to Rio and I will take the opportunity to see Herr Hamers. Hoping that your trip continues to be successful, I remain,

Hail Hitler!
Yours truly (Signature) SPANAUS

P.S. Those of my fellow-workers whom you know also wish to send you their best regards and a good trip.

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, U.S. Civilian AGO No. A-444412, hereby certify, that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-2801.

JOHN J. BOLL
U.S. Civilian
AGO No. A-444412

- END -

143

I.G. FARBENINDUSTRIE AKTIENGESellschaft

Telephone:
Local Calls: Frankfurt (Main) 20027
Trunk Calls: Frankfurt (Main) 20021

Office of the Central Committee
(Z. - A. Bureau)

In the office

M/Da.

Your Reference:	Your Letter:	Our Reference:	Report	Frankfurt (Main) 20
	No. Dated:	Latin America P e r u	Number:	31 Dec 1936

Subject: Peruvian Group of the NSDAP.

In reply to your letter of 23 December, we beg to inform you that we are also of the opinion that more should be done in Peru towards the attainment of the goal set than has hitherto been the case. We believe, however, that we should not make too great an advance on our previous level, as our contributions to Peru would thus be higher, in relation to the size of the country, the financial turnover, and the strength of the German colony, than to other countries. We should agree without further discussion to a yearly subscription amounting to S/ 3000.- for cultural institutions and a single contribution amounting to approximately S/ 6000.- if the amounts to be apid were split among the Sparten in proportion to the turnover of the Sparten.

Department LATIN AMERICA/Peru

(Signature illegible)

I.G. FARBENINDUSTRIE AKTIENGESellschaft, FRANKFURT (MAIN) 20

To the
Landesgruppenleiter of the NEDAP
Peruvian Group
Mr. Carl Dedering

Lima/Peru
Casilla 508

Office of the Central Committee 19 February 1937
(Z.A. Bureau)

With reference to your negotiations with Director Dr. Ilgner during his stay at Lima, we are glad to be able to inform you that the Vorstand of our company has decided to make an annual subscription of S/o. 2000.— for the promotion of German cultural institutions.

In addition, we are prepared to donate to the German School Administrative Authorities a single contribution of S/o 10,000.— in order to cover the existing deficit.

The local Foreign Currency Control Office has now given us the permit for the payment of the aforementioned sums and we have requested Messrs. Cia. General de Anilinas S.A. and La Quimica "Bayer" S.A., our business friends in Lima, to remit the total amount of S/o 12,000.— directly to you.

We would be grateful if you would remit the amounts stated to the authorities concerned, and beg to remain,

Heil Hitler

I.G. FARBENINDUSTRIE AKTIENGESellschaft

Copy to:

Cia. General de Anilinas, Lima
La Quimica, Lima
"Bayer" Dir. Secr., Lev.
Department Latin America within the firm
Central Finance Administration, Berlin

C O P Y
- 2 -

145

TRANSLATION OF DOCUMENT
No. NI-7338

CERTIFICATE OF TRANSLATION

10 September 1947

I, Leonard LAWRENCE, AGO No. 20 138, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-7338.

.....
Leonard LAWRENCE
AGO No. 20 138

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-4864
OFFICE OF CHIEF OF CONSUL FOR THE GERMANS

Department of the Directorate for Dyestuffs

Initialed "

M I N U T E S

of the 101st meeting of the Working Committee
on Monday, 11 January 1937, at 2:30 p.m.

The gentlemen indicated in the enclosure were present.
Herr Geheimrat SCHMITZ opened the meeting at 2:30.

Point 1 on the Agenda:

Central Committee.

Herr Geheimrat SCHMITZ gave information on the meeting of
the Central Committee, which had concerned itself in parti-
cular with the new investments.

The following decisions were made inter alia:

b) Contributions.

The list submitted of the major contributions and yearly
subscriptions in 1937 was approved, and additional the follow-
ing contributions were allowed:

- 1) 50,000 RM for the parish of Wolfen
- 2) 12,000 RM for the German House in Bucharest
- 3) Deutsch-Niederländische Gesellschaft.
Foundation fund 5,000 RM.
current yearly subscription 1,000 RM.

- 4) Yearly subscription S/o 2,000 (about 1,200 RM)
to the MSD'P Foreign Group in Peru

Single contribution to the amount of S/o 10,000 (about
6,000 RM)
to the German School Administration in Peru.

(page 2 of original)

- 5) Contribution for the German House in Mexico
Mexican \$ 7,500 (about 5,175 RM)
- 6) Continental Congress of Advertisers
5,000 RM to meet the deficit.
- 7) Russia Committee of German industry.
current yearly subscription of I.G. from 1937 3,000 RM

TRANSLATION OF EXTRACTS FROM DOCUMENT No. NI-4864

CONTINUED

(page 4 of original)

signed : SCHMITZ

signed : G. DUISBERG.

(page 5 of original)

Enclosure

L I S T

of those who took part in the 101st meeting of the Working Committee, on Monday, 11 January 1937, at 2:30 p.m., in the Administrative Building, Frankfurt on Main :

from the Aufsichtsamt :

Geheimrat Dr. HAEUSER
Dr. von RATH
Geheimrat Dr. Arthur von WITTEBERG

from the Verwaltungsamt:

Dr. KILLM
Geheimrat Dr. SCHUON
Dr. v. SIMSON
Geheimrat Professor Dr. BOSCH

from the Working Committee:

Geheimrat Dr. SCHMITZ Chairman
Dr. BRUNDEL
Dr. BUTTFLICH
Dr. BUEHL
DENCKE
Dr. GUTTSKI
Dr. HUBER
Dr. v. KNIERIM
Dr. KUDER
L. F. WANN
Dr. ter MEER
Dr. PISTOR
Dr. SCHAEF
Dr. von SCHUTT
Professor SELCK
WIBEL
WITTEBERG

Recorder : _

DUISBERG.

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-4864

CONTINUED

CERTIFICATE OF TRANSLATION

16 September 1947

I, Patricia E.C. WOOD, AGO No. 20 139, hereby certify that
I am a duly appointed translator for the German and English
languages and that the above is a true and correct trans-
lation of the document No. NI-4864.

* * * * *
Patricia E.C. WOOD
AGO No. 20 139

TRANSLATION OF DOCUMENT No. NI-8512
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Rubber Stamp)
24 April 1937

Copy.

I.G. Frankfurt
Office of Central Committee

17 April 1937 S/Be.

La Quimica Industrial "Bayer" - Meister Lucius - Mexico

Compania General de Anilinas S.A. Mexico

La Union Quimica S.A. Mexico

Subject: German Oberreel-School in Mexico.-

We are enclosing a copy of our letter, dated today, to the German Oberreel-School in Mexico, from which you can see that we have promised a contribution of Mexican Pesos 10,000.- to the planned construction of the school building.

Today we applied for the authorization required for the payment of this sum; upon receipt of permission we shall request Anilinas to make the payments in the name of our local representatives. We shall notify you again as soon as we receive the decision of the Currency Office.

With German Salute.

I.G. FARBENINDUSTRIE ANILINAGESELLSCHAFT

Signatures.-

Appendix.

Copy to Special Bookkeeping Branch.

(page 2 of original)

Copy:

I.G. Farbenindustrie Aktiengesellschaft
Frankfurt (Main) 20.

S/Br. (Watermark)

B
A
BAYER
S
R

German Bilingual School
Mexico.

Office of Control Committee

17 April 1937

We refer to your negotiations with Herr Fischer and to the appeal we received to contribute toward the planned construction of the school building.

We are happy to be able to inform you that the Vorstand of our company has decided to donate

10,000 Mexican Pesos.

toward the construction of the German school there, which sum we shall pay at the proper time through our local business connections, pending the currency authorization.

We hope that your school will continue its successful activity and remain

with German saluts,

I.G. FARBEINDUSTRIE AKTIENGESellschaft

(Watermark)

B
A
BAYER
S
R

Copy to:

Pharma, Leverkusen and
representative, Mexico
Farben and representative, Mexico
Chemicals and representative, Mexico
Photo
Zofli Berlin

Copy to Special Bookkeeping Branch.

(page 3 of original)

(Handwritten)
to Hanbeck

I.G. Farbenindustrie Aktiengesellschaft, Frankfurt (Main)

20 May 1937

Office of Central Committee

(Rubber Stamp)

Sales Bookkeeping Branch

Thema

28 May 1937 Vm

24 May 1937

Compania General de Asilinas S.A.

Mexico

La Union Quimica S.A.

Mexico

La Quimica Industrial "Reyer" - Master
Lucius

Mexico

Subject: German Chemical School in Mexico.

With reference to our letter of 17 April 1937 we wish to inform you that on 29 April the Currency Office gave us the authorization, under Business No. III/Sch. 343826, to pay the amount of

Mexican Pesos 10,000.-

through the Compania General de Asilinas to the German Chemical School in Mexico for the construction costs of the school building to be built.

We respectfully request Asilinas to pay the amount mentioned to the German Chemical School in Mexico in the name of our local business connections and to debit us upon payment. We are enclosed a copy of our letter, dated today, to the local Chemical School for your information.

With German Salute

I.G. Farbenindustrie Aktiengesellschaft

Copy to:

Thema, Leverkusen

Farben, in the building

Chemikal, in the building

Bank Department) Reichsbank Address of 15 May 1937

Kabu III)

(Handwritten)

M. to Special Bookkeeping Branch

(Rubber Stamp)

31 May 1937

Enclosure.

TRANSLATION OF DOCUMENT No. NI-8512
CONTINUED

CERTIFICATE OF TRANSLATION

3 September 1947

I, Samuel S. HERN, AGC 443113, hereby certify that I am
a duly appointed translator for the German and English
languages and that the above is a true and correct translation
of the document No. NI-8512.

Samuel S. HERN
AGC 443113

Card index
finished

Received
29 June 1937 145/11

MINUTES

of the 103rd meeting of the working committee
at the Hotel Petersberg, Thursday, 24 June
1937, 3 P.M.

(Initial)

The agenda list bears the names of all gentlemen
present. Schneidat Schnitz opens the meeting at 3:25.

First of all Dr. von Mierien gives a report on point 2
on the agenda:

Committee on Patents and Legal Division. Report v. Mierien
He describes what the consequences of the supplementary
stock law will mean to I.G. next year. At present, provisions
for its execution are being worked out. In addition, a sup-
plementary law to the G.M.B.H. law is now in preparation. It
is intended to hold discussions on the extension of protection
of patents.

Once again the patent divisions of I.G. can report an
increase in the number of new applications, registered. Costs
are maintained in proportion to the increase.

on the
Point 3/agenda:

Impressions of America. Report v. Schnitzler
Dr. von Schnitzler gives an account of impressions
gleaned from his latest trip to America. Economic conditions
are favorable from all angles. It seems, however, that
leading business men are not favorably disposed towards the
President.

Foreign trade relations between Germany and America are
confined to a minimum in consequence of the American tariff
policy and there are, at present, no prospects for any change.

I.G. relations with Dupont have been further strengthened.
In contrast to Dupont, whose field of activity has undergone
tremendous expansion, the Allied Chemical can record no
progress.

(page 2 of original)

- 4 -

The foreign exchange situation has given rise to difficulties in several European countries.

Subsequently, Geheimrat Schmitz gives an account of the growth, both of the turnover and the staff for the first six months of 1937.

Point 9 on the agenda:

Credits voted by the Technical Committee. Report Herr
Credits that were discussed and voted for by the Technical Committee amounted to RM 51,842,754.- - of which 42,344,250.- were in amounts in excess of 100,000 marks - and RM 24,399,665.- for the Eisenwerk Schkopau - of which 23,083,775.- were in amounts in excess of 100,000 marks.

Point 1 on the agenda:

Central Committee.

Report Schmitz

a) Geheimrat Schmitz reports on the proceedings in the Central Committee.

In Central Germany plans are under way for the readjustment of the coal price clearing system (Kohlenpreisverrechnung). A special discussion of this matter with Bitterfeld will take place.

b) Herr Benker discusses deposit accounts with reference to the new legislation. With regard to the keeping of accounts held by employees abroad, special request is to be submitted. As for all other deposit accounts, it has been decided that payment of interest will be discontinued with effect from 1 July. Geheimrat Schmitz and Professor Selck will take the necessary additional measures.

c) Geheimrat Schmitz thereupon gives an account of a discussion with the press representatives.

d) The Central Committee, in addition, resolved the following:

- 1) The authority of Herr Gustav Arstet, Department Oil, was extended to include the Antoniakwerk Orseburg, G.M.B.H.
- 2) The following donations were approved:
Adolf Hitler donation RM 849,358.-
Foundation: "People and Reich", in addition to the annual contribution, to be paid but once - RM 5,000.-
Deutsche Herderhochschule Riga RM 5,000.-
Deutsche Schule Kobe Yen 5,000.- = RM 3,500.-.

- 2 -

(page 3 of original)

- 6 -

LIST

of names of the gentlemen present at the 103rd
meeting of the working committee on Thursday,
24 June 1937, at 3.30 p.m.

Aufsichtsrat members:

Geheimerat Dr. Haessler
Dr. vom Rath
Geheimerat Dr. Arthur von Weisberg
Dr. Carl von Weisberg

Verwaltungsrat members:

Geheimerat Professor Dr. Bosch
Dr. Kalle
Geheimerat Dr. Schaan
Dr. von Sinsion

Members of Working Committee:

Geheimerat Dr. Schaitz	chairman
Dr. Brueggemann	
Dr. Buettfisch	
Dr. Buhl	
Seneker	
Dr. Gajewski	
Dr. Gaus	
Dr. Hermann	
Dr. Goerlein	
Dr. Heger	
Dr. von Hiersemann	
Dr. Huebner	
Hann	
Dr. ter Meer	
Dr. Oster	
Otto	
Dr. Rister	
Dr. Seharf	
Dr. Schneider	
Dr. von Schnitzler	
Professor Selck	
Seibel	
Weber-Andreac	
Maefliger	
Muehlen	
Dr. Paul Mueller	
Dr. Seidel	

Official recorder of proceedings:

Duisberg

"and"

- 3 -

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TRANSLATION OF DOCUMENT No. NY-4865
CONTINUED

CERTIFICATE OF TRANSLATION

I, Ursula Rudmann # 20130, hereby certify that
I am thoroughly conversant with the English and
German languages and that the above is a true
and correct translation of document No. NY-4865.

Munich, 23 May 1947

URSULA RUDMANN
20130

MILITARY TRIBUNAL NO.

CASE NO.

Prosecution Document Book No.

VI

XXXX V

45

English



INDEX TO DOCUMENT BOOK XXXV

COURT I-G

INDEX carried on propaganda, intelligence, and espionage activities.

Document Number	Exhibit Number	Description	Document Book Page
II-6128		Memorandum of 15 June 1940 from Beyer to I.G. Farben Dye Sales in Frankfurt concerning contributions to German school in Chile in which it is noted that the German school in Chile plays an important role in the maintenance of local "Germanism".	1
II-6488		Correspondence dated 30 August and 1 September 1937 between G. Beyer of the Political Economy Department of I.G. Farben, Beyer, Leopold, and Hebble of Rio de Janeiro concerning the transmission of propaganda material procured from the Propaganda Minister and the Anti-Zionism for use in Brazil.	2
II-4989	365	Minutes of Commercial Committee meeting of 10 September 1937 in which it was decided that employees of agencies abroad sent abroad should be made to realize that it is their special duty to represent National Socialist Germany and are expected to cooperate with Nazi Party agencies abroad.	5
II-2782		Four certificates dated between May and August 1938 containing signatures of I.G. Farben employees concerning agreement to champion National Socialist Germanism abroad and to contact and cooperate with local Nazi groups.	12
II-631		Correspondence of October 1942 concerning a luncheon given by the Commercial Committee for leading personalities from the Foreign Organization of the NSDAP.	14
II-2788	379	Letter dated 31 January 1942 from Ilgen and Maibel to the Foreign Organization of the NSDAP in which the Foreign Organization is informed that WFO will be the liaison office between I.G. and the Foreign Organization.	16
II-8426		Excerpts from minutes of a Beyer Director's meeting of 18 February 1938 in which it is noted that the entire Beyer is in line with the National Socialist attitude and orders are to be issued to the heads of the Beyer abroad to collaborate with Nazi institutions abroad and to take certain other action for that purpose including advertising in anti-German newspapers.	18



INDEX TO DOCUMENT BOOK XXXV

Document Number	Exhibit Number	Description	Document Book Page
II-6489	129	Letter of 35 February 1938 from Mann of Bayer, Leverkusen to Fomann reminding him to support not only government agencies, but also official Party agencies in their work abroad and to support pro-German newspapers with advertising.	20
II-10712		Memorandum dated 10 January 1941 from Frank-Pahle to Ilgner concerning a discussion with v. Therman on the re-establishment of German air communication with South America and a visit to Germany for propaganda purpose of a high ranking officer of the Argentine Army.	21
II-10555		Memorandum of the U.S. Government concerning Consultation among the American Republics with respect to the Argentine Situation dated 11 February 1945.	24
II-2786		Memorandum dated 14 April 1938 prepared by Backman of I.G. Farben concerning a conference of the Working Committee of the National Socialist Central Office of "Joy and Work" in which it was noted that I.G. was the first representative of a private firm present at that conference, and in which certain proposals were made for disseminating the program of this organization in Latin America under cover of the economic agents of I.G. Farben.	47
II-7954		Excerpts from report by Overhoff to the Commercial Committee dated 30 September 1938 and containing Overhoff's signature under date of 5 July 1947, concerning anti-German sentiment in Latin America and measures to be taken to deal with this question with particular emphasis on control of the press.	53
II-2844		Letter dated 24 August 1939 from Johannsen, Business Manager of the Information Committee Hamburg-Bremen, official agency of various Reichs ministries, to Weibel of I.G. Farben in which he transmits a partial list of anti - U.S. publications in South America effected by the Information Committee in Argentina, and the list, which is entitled "Fight against the U.S. in South America."	54
II-2900		Letter from Weibel to Johannsen of Hamburg-Bremen Information Committee of 22 September 1939 acknowledging the list of anti-U.S. publications and suggesting correct name with the assistance of Fomann with certain influential newspapers not included in that list.	82

INDEX TO DOCUMENT BOOK XXXV

Document Number	Exhibit Number	Description	Document Book Page
II-7333		Letter from the Hamburg-Bremen Information Committee to Maibel dated 21 August 1940, together with an enclosed list of titles of newspaper articles appearing in Chilean newspapers.	84
II-7335		Correspondence between the Hamburg-Bremen Information Committee and Maibel of 2 and 5 August 1940 concerning list of articles appearing in the Bolivian Press, and suggestions by Maibel for the use of other newspapers.	105
II-7336		Letter dated 31 May 1940 from the Latin American Division to the Central Committee concerning certain contributions.	130
II-6937		Cable from General de Arillas, Mexico to I.G. Garbon dated 4 September 1938 requesting permission to lend money to legations in Mexico in case of war and for allocation of 10,000 pesos monthly for influencing the Mexican press, and containing a handwritten marginal note that the Foreland agrees.	731
II-1332		Excerpts from minutes of a Mail Meeting of 23 July 1940 in which it is noted that paper of the Central Committee is to be contacted concerning contributions to be made by I.G. Garbon for a project to support German newspapers abroad.	132
II-1078		Excerpts from minutes of a Mail Meeting of 9 November 1937 concerning sponsorship by I.G. of young National Socialist editors abroad.	126
II-715		Letter of 26 November 1937 from Schnitzler to the Bureau of the Commercial Committee concerning supervision of young newspapermen of the National Socialist Press and the need for caution in dealing with the question in Czechoslovakia.	138
II-6293		Minutes of a meeting of the Commercial Committee of 21 and 22 June in which the Commercial Committee approved application to the Central Committee for a contribution to German institutions of culture to be founded in the Southwest to unite all attempts at political rapprochement.	140

INDEX TO DOCUMENT BOOK XXXIV

Document Number	Exhibit Number	Description	Document Book Page
II-5751		Minutes of a Mail Meeting of 7 July 1938 in which it is noted that I.G. has been contributing towards the payment of the salaries of the business manager of the German - Yugoslav Chamber of Commerce and that I.G. was sending an assistant to Degener of the New York Board of Trade whose salary was to be paid by I.G.	141
II-1327		Excerpts from minutes of a Mail Meeting of 15 December 1938 in which it was noted that Ambassador Dickhoff, von Strompel, and Draeger were in favor of the journey to be made by the assistant to Degener.	143
II-9777		Affidavit by Guenter Kausen of 15 August 1947 concerning contributions made by Bayer and its representatives abroad since 1937 to German Chambers of Commerce, German press, German organizations, German schools, the PSDAP, and the Labor Front.	148
II-9776		Affidavit by Guenter Kausen of 15 August 1947 concerning payments made by Bayer of I.G. Farben to German legations and the PSDAP abroad.	175
II-11196		Letter from Sydney E. Dedicker, American Foreign Service Officer, to Lawrence Linville of the Department of Treasury, Washington, D.C. dated 7 November 1942 concerning the financing of the Nazi Party propaganda activities in China provided by funds of German firms, principally I.G. Farben.	179

'Bayer' 187
I.G. Farbenindustrie Aktiengesellschaft

Bayer	IV
19	

Your reference:	Date of your	Our reference:
Your communication of:	communication:	Department: Management Lever-
	Mr.	kussen of the Direct-I.G. orate {hand- "Perk" written) (handwr.) 13 June 40 6/15/6. 40

Confirming our telephone conversation of yesterday afternoon, we herewith state that we are prepared to make a contribution to the collection for the rebuilding of the German School in Santiago, Chile. In view of the fact that the German School in the Chilean capital plays an important part in the struggle for the preservation of the national consciousness of the ethnic Germans there, we consider that the original suggestion of our representatives, that a grant of chil. 50,000.- be made for this purpose, should be accepted in which case we would be prepared to contribute one half of that sum. Kindly submit this matter once more to your management, and cable instructions to the other side in our name as well as your own according to their decision.

I.G. Farbenindustrie A.G.

(Signature:) illegible
(Signature:) ppa HAUSER

3 July 1947

Leonard
a LINGUENOS
No. 20 138

TRANSLATION OF DOCUMENT NO. NI-6488
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

C 4
1 September 1937

By airmail.

(stamp:)
Confidential

Herrn Herrn. KASSEL,
Rio de Janeiro/Bras.

Dear Herr KASSEL,

Subject: Material for Antikomintern-Propaganda-Drive
on the Brazilian Radio.

In connection with the letter on the above matter addressed to you today by the Secretariat of our "Bayer" Management we are sending you enclosed the draft of a series of lectures against Bolshevism which was drawn up by the Secretary of the Antikomintern. Unfortunately we received the documentary evidence matter mentioned therein too late for Herrn. FRANK to take it with him. But in any case, we have had a photostatic copy made of the documentary proofs for part I of the lecture (History of the Communist International) and are herewith already enclosing these prints.

To send it by airmail would cost about RM 90.— according to our information. If you want it sent this way, please wire us the word "exped" after receiving this letter, otherwise please wire "normal", and we shall then forward it to you at our earliest convenience. Should there be a possibility, in view of the fact that the documents are intended for the Brazilian Government to hand the to the Brazilian Embassy in Berlin for forwarding, the cabled order word "baste" would be a sufficient indication for us. Possibly also Herr DUESSEL might take the material over, if the matter can wait so long.

Yours sincerely
"Bayer"
Sales-Department C 4
(signed:) ppa. HAUKE MEHLER, deputy

TRANSLATION OF DOCUMENT NO. NI-6488
CONTINUED

(page 2 of original)

I.G. BERLIN NW 7
Unter den Linden 82

I.G. Farbenindustrie Aktiengesellschaft
"Bayer" Sales Combine Pharmaceutica
Leverkusen - I.G. Works.

(handwritten:)
to H. KASSEL
1 September 1937 /
init.

(round stamp:)
Secretariat of Management
"Bayer"
1 September 1937 / 9-10
Received

Your Reference:	Your letter of:	Our Reference:	Date:
G 4		Department for Political Economy	30 August 1937
		4	

Subject: Material for Antikimintern-Propaganda-Drive on the
Brazilian Radio.

With regard to this matter we have got in touch with the
Propaganda Ministry and with the Antikimintern. Both
agencies promised us to place material at Herr KASSEL's
disposal. The material provided by the Propaganda Ministry
will be forwarded to Herr KASSEL by airmail whereas the
material provided by the Antikimintern will be sent to us
here. We will see to it that it is sent on accordingly.
Herr KASSEL's letter, which had been left with Herr Dr.
EICHNER, is herewith returned to you as enclosure.

DEPARTMENT FOR POLITICAL ECONOMY

(signatures:) MUTHLICH (?) By order EICHNER

CERTIFICATE OF TRANSLATION

I, Julie KERR, No. 20185, hereby certify
that I am thoroughly conversant with the
English and German languages, and that
the above is a true and correct trans-
lation of document No. NI-6488.

Julie KERR
No. 20185.

TRANSLATION OF DOCUMENT No. NI-6488
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

ERRATA SHEET

Page 2 of translation of document No. NI-6488 signature
should read:

DEPARTMENT FOR POLITICAL ECONOMY

(signatures:) W.H.Cattineau

by order Michner

Errata sheet prepared by:

JOHN J. BOLL
U.S. Civilian
AGO No. A-444412

- END -

4

2) Minutes

of the Meeting of the Commercial Committee
on Friday, 10 September 1937, at 09.30 hours,
in Berlin N W 7, Unter den Linden 82.

Those present:

Herr von SCHMITZER,	chairman,
" FICHTER	
" HAEFLINGER,	
" ILCHER,	
" KRIEGER,	
" LAMM,	
" MUEHLEN,	
" OSTER,	
" OTTO,	
" WEBER-ANDREAS,	
" FRANK-FAHLE,	secretary,

temporarily also:

Herr Geheimrat SCHMITZ	and
" Generaldirektor PHILIP,	Dynamit A.G. Vienna.

1.) South-American Problems.

1.) General.

Referring to the discussion at the last meeting, Dr. von SCHMITZER reports on measures taken by the Farben sales combine towards an increase in personnel working in foreign agencies in South America. Herr HAEFLINGER welcomes these measures as they will also prove profitable for the trade in chemical products. Dr. FRANK-FAHLE reports on the increased activity of the U.S.A. in South America. This is not only due to the generally well known reasons, but is presumably also due to political factors within the United States, such as higher taxes, animosity against concerns,

(Page 2 of original)

discontentment among workers and demands for better conditions, which urge firms like Dupont etc. to increase the distribution of their capital and entrepreneur's risks abroad.

Herr HAEFLINGER reports on Dr. WEISS' Ibero-American journey, the results of which are to be exploited upon the latter's return.

Dr. von SCHMITZER states that for the time being Brazil alone of all the South-American states will be of interest to the Farben Group (Farben-Sparte) from a manufacturer's view point and discusses briefly plans on this line.

(page 2 of original, continued)

- b.) Collaboration with the Hatarazzo-Konzern, Brazil.
Herr WILHELM ANDRÉS, Herr OTTO and Herr HATFLIGER report on negotiations with the Hatarazzo-Konzern about the setting-up of a carbon disulphide plant, an acetate silk and a cellulose factory. It was agreed that collaboration with the Hatarazzo-Konzern would provide I.G. with a favorable basis from which to participate in the industrialization of Brazil.
- c.) Powder projects Argentina and Brazil.
Dr. ILGNER reports that before he set out on his Ibero-American trip, the Chemical Products Group (Chemikalien-Sparte) drew his attention to the two above mentioned projects as, apart from the direct interests of the powder group, there also exist indirect interests of the Chemical Products Group (Chemikalien-Sparte).
The projects were then taken up by him and later on by Dr. FRIEDRICH-PÄHL in agreement with the powder group. The Adolfin-Rottweil A.G. in answer to an offer, participated in the setting-up of a government powder plant in Argentina and in the establishment of a modern plant in the already existing Brazilian government powder factory Piquete. It was agreed that this partici-

(page 3 of original)

pation is also valuable for matters pertaining to the Konzern, in general and for the German economy.

- d.) Bunge & Born, Buenos Aires.
According to its origin and type this firm is a grain trading firm. However, during recent years it was also active in the field of chemical industry. Considering that this firm is apparently only interested in speculation deals and not in systematic development and constructive co-operation, collaboration with this firm does not appear desirable.
Dr. ILGNER reports on the experiences of the Imperial Chemical Industries, London, with this firm, according to which Bunge & Born did not abide by the agreement made with the I.C.I. Because of these bad experiences, the I.C.I. requested I.G. on its part not to grant this firm any support. Considering this and the above mentioned fact everybody is agreed that this request of the I.C.I. should be complied with.
- 2.) East-Asian Problems.
- a.) Nitrogen-Hydration Project
Dr. ILGNER reports that a preliminary contract was concluded with Dr. P. A. MOO as delegate of the National Resources Commission, Nanking, (Narcoc), this contract provides for the supply of a combined hydration and nitrogen plant with a capacity of 50 000 tons of fuel (25 000 tons of gasoline for cars, 25 000 tons of gasoline of airplanes), and 13 000 tons of ammonia to be converted into 50 000 tons of sulphate of ammonia. The total price of the project will amount to approx. RM 46.856.000,--, of which the delivery

(page 3 of original, continued)

quota of the I.G. comes to approx. RM 28.706.000,--.
The preliminary contract runs up to February 1938.

(page 4 of original)

b.) War Insurance

In connection with the discussion at the last meeting Dr. von SCHMITZLER reports on the attitude of the Central Insurance Department/T concerning the position of insurance matters in the Far East. Following this the propositions made by this department are being discussed as they were put down in the communication of 7 September 1937, addressed to the members of the Commercial Committee (K.A.). The proposals of the Central Insurance Department/T are being concurred with.

c.) Transfer or settlement of shares in gold holdings, Japan/China.

This point will be adjourned until Herr WAIBEL's return.

3.) I.G.I. - I.G. Association.

Dr. ILGNER reports on negotiations with the I.G.I. for the purpose of establishing a joint company which is to warrant a lasting collaboration of both companies in all matters pertaining to the establishing, op., financing of nitrogen plants. Negotiations resulted in the decision to form an "association" and not a "limited company". Provisions have been made that the third partner of the German/English/Norwegian Group ("JEN" Gruppe), the Norsk Hydro Elektrisk Kvaestofabrikationselskab should also be received into this association.

4.) Ministry (?) (?) Question.

Dr. von SCHMITZLER reports on the present situation and requests Dr. ILGNER to arrange, together with the head of the Political Economy Department, for an interview at the Reich Ministry of Economics, which is competent for the above mentioned question. He also requests him to give a report on the subject at the next meeting.

(page 5 of original)

5.) Circular Decree 152

Dr. FRANK-FAHLE reports on discussions with the Reichsbank, in which we explained that no amount of foreign currency can be acquired through our foreign agencies and interests, as their working capital is already reduced to a minimum and cannot suffer any further reductions. To the subsequent request of the Reichsbank asking us if at least a long term credit abroad and to surrender to the Reichsbank the equivalent value for the foreign currency, we replied that this suggestion had nothing to do with circular decree 152, that it touched upon an entirely different field, in which we were supporting the Reichsbank extensively for years.

(page 5 of original, continued)

6. Factory Inspection

Everybody is agreed that on the occasion of factory inspections, visitors who come either on account of certain projects or for reasons of general information which may lead to business transactions, should receive priority over less important visitors, in particular those appearing in groups. Furthermore mutual information as detailed as possible, is desirable.

7. Iron Supply of the Konzern.

Dr. ILGER reports on the course of the discussion held on 1 September 1937 at the office of the Plenipotentiary General for Iron and Steel Administration, and after approval by Reichsbankoberret SOLVEN he hands over the minutes of this discussion to the gentleman present. Subsequently he reports on the difference still to be explained between the figures stated in our letter of 18 August 1937 with regard to our

(page 6 of original)

iron requirements and the figures given by Economic Group Chemistry to the Plenipotentiary General on the same day. Herr HASFLICHER mentions Herr JAHNE's report on the same point in the TEA (Office of the Technical Committee).

8. Change in status of Anilinchemie - Collaboration with D.A.G. and Skoda-Wetzlar.

(hand-written) 5) Herr WEBER-ANDREAS reports on measures to be taken in Austria which are at present under consideration. Their main principle is to establish closer relationship between the I.G. and the Skoda-Werke Wetzlar A.G. (SWW), as also between the Czech and Austrian branches of the Dynamit A.G. vorm. Alfred Nobel and Co. (D.A.G.) and the SWW, in order to prevent Generaldirektor POLLAK of the SWW in this way from seeking closer connections with other chemical industries, particularly with AUSSIG or MONTECATINI; and to deter him from pushing on his plans - either alone or jointly with one of these groups - for the industrialization of the chemical industry in Austria.

The firms D.A.G., SWW and the I.G. Group are each to take over 1/3 of the Anilinchemie A.G.'s capital stock amounting to 300,000 Austrian shillings, so that, by taking Herrn PHILIPP and Herrn POLLAK into the Verwaltungsrat of Anilinchemie, permanent contact may be assured and a Discussion Corporation (Aussprache-Gesellschaft) may be established for all questions regarding development in Austria. Over and above this an endeavour is to be made to coordinate the sales of the three companies through Anilinchemie more effectively than hitherto - D.A.G. and SWW are already selling a large part of their production through Anilinchemie so that by means of a larger assortment, increased protection against AUSSIG and other firms may be assured. In this connection Dr. OSTER discussed the question, in how far the sale of nitrogen, which is now in the hands of DETAG, could also be transferred to Anilinchemie.

(page 7 of original)

It is agreed that these questions should be discussed in detail with Herr PHILIPP, who is at present in Berlin. At the same time Herr PHILIPP should be asked to support our interests in the South East of Europe with regard to other questions as well, such as for instance the project of establishing a nitrogen factory in Austria. Thereupon Geheimrat SCHMITZ invites Herr PHILIPP to the meeting. He thanks Herr PHILIPP for supporting I.G. interests not only in Austria but also in all states in the South East of Europe. Dr. von SCHNITZLER mentions particularly the assistance rendered in connection with AUSIG and asks Dr. ILGNER to express our ideas. After a lengthy discussion Herr PHILIPP expresses his willingness to participate in the realization of our plans.

9. Meetings of the I.G. Verbindungsmänner abroad.
(hand-written) Herr ILGNER suggests, that the I.G. Verbindungsmänner invite the other managers of the Sales Companies selling I.G. products in their area to attend periodical informal discussions on general economic problems which are of interest to the I.G. This suggestion is generally approved. The I.G. Verbindungsmänner are to be informed accordingly by the office of the Commercial Committee; furthermore, the manager of the Sales Combines will instruct their agents accordingly.
- 6) ?
10. Staffing of our agencies abroad and collaboration with the A.O. (Organization of Germans abroad).
(hand-written) It is generally agreed that under no circumstances should anybody be assigned to our agencies abroad, who is not a member of the German Labor Front and whose positive attitude to the new era has not been established beyond any doubt.
- 7)

(page 8 of original)

Gentlemen, who are sent abroad, should be made to realize that it is their special duty to represent National Socialist Germany. They are particularly reminded as soon as they arrive, they are to contact the local or regional group (of Germans abroad) respectively, and are expected to attend regularly at their meetings as well as at those of the Labor Front. The Sales Combines are also requested to see to it, that their agents are adequately supplied with National Socialist literature. Collaboration with the A.O. (Organization of Germans abroad) must become more organized. It seems most practical to work out a uniform plan jointly with the A.O. (Organization of Germans abroad), which will show within which period of time it will be possible to eliminate deficiencies still existing with our agencies abroad, which have been a subject for complaint.

- 11) Establishment of a Working Committee to investigate Yugoslav Ore Deposits.
(hand-written) Herr WEBER-NDREIE reports on a conference with Dr. KEPPLER, Herr MEYER-KUBSTER and several other gentlemen; this conference was held in Nuremberg on 6 September 1937, when the possibility of exploiting Yugoslav ore deposits
- 8)

(page 8 of original, continued)

through participation of German firms was discussed. We were urged to participate up to 55 % in the establishment of a Yugoslav company for Ore Deposit Investigation, for which capital stock of 2,000,000 Dinar was proposed. Agreement is reached to recommend this proposal to the Working Committee.

12) Re-organization SCHERING-KAHLBACH.

The gentlemen FISCHER and HORN give a detailed report on the changes effected in the personnel of SCHERING-KAHLBACH to DUPONT. Geheimrat SCHMITZ suggests that a statement analysis of SCHERING A.G. in its present form be submitted to the next Commercial Committee meeting.

(page 9 of original)

13) Price reduction of merchandise with registered trade-marks.

Herr HORN reports on his negotiations with Economic Group Chemistry, according to which price reductions will have to be made, regardless of any possible effects on export. Dr. FISCHER reports on measures, which the price card issuer intends to take with regard to existing cartel obligations, effective date probably 1 January 1939.

14) Collaboration with the Political Economy Department.
(Wirtschaftspolitische Abteilung)

In view of the problems accumulating in connection with the Four Year Plan, rearmament, export, and the foreign currency situation etc., it appears absolutely essential for all agencies of the I.G. to maintain closest contact with the Political Economy Department with regard to conferences or negotiations with authorities, associations and political organizations, so as to assure a uniform attitude of the I.G. to all these questions. Dr. von SCHMITZLER will report on this matter to the Z.N. (Central Committee). In this connection the question of collaboration between the Political Economy Department and the Vermittlungsstelle W. is also discussed.

15) Agreement with Ruhrchemie with regard to the FISCHER-TROPECH process.

Dr. FISCHER reports in detail on the form in which an agreement has been planned between Germany, the U.S.A. and the rest of the world. Ruhrchemie is willing to adhere to such an agreement in principle.

16) Use of I.G. letterhead in international correspondence.

It is generally agreed that the I.G. letterhead should continue to be used in international correspondence.

(page 10 of original)

17) I.G. Year Book.

Herr MANN reports on a decision of Proko (Propaganda and Publicity Committee) to replace the periodical publications circulated by Proko for internal use, by an I.G. Year Book, which is to be distributed to all employees of the plant once a year and which should contain descriptions of the most important I.G. products. This Year Book should particularly serve the purpose of propagating I.G. products among the employees of the plant. This proposal was approved, with the reservation that the contents of the year book should be limited to propaganda and that it should not include any social-political references etc.

18. Miscellaneous.

Gehelrat SCHLITZ asks Dr. von SCHNITZER to give a periodic report to the Working Committee on questions of a general nature, which had been discussed in the Commercial Committee.

The next two meetings of the Commercial Committee will take place

on Thursday, 7 October 1937, 9.30 hours
and on Friday, 5 November 1937, 9.30 hours,
in Berlin N.W. 7, Unter den Linden 82.

Berlin N.W. 7, 15 September 1937.

Signed: (type written signature)

v. SCHNITZER, FR 134-F.3417.

F.F./Ed. 2/37.

CERTIFICATE OF TRANSLATION 16 June 1947

I, Hannah Schlesinger, No. 20081, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-4959.

Hannah Schlesinger
No. 20081

- 7 -

" END "

//

TRANSLATION OF DOCUMENT No. NI-2782
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

CERTIFICATE

It is agreed that in no event are men to be sent to our representations abroad who do not belong to the German Labor Front and whose positive attitude towards the new times is not known beyond doubt. It must be the special duty of the men who are sent out to champion National Socialistic Germanism. In particular, it is to be pointed out to them that immediately upon arrival at the agencies they are to get in touch with the Local or Regional Group and to participate regularly in all its activities, as well as in those of the Labor Front.

Submitted: 31 August 1938
(Signature) S. HANNKAMP.

CERTIFICATE

It is agreed that in no event are men to be sent to our representations abroad who do not belong to the German Labor Front and whose positive attitude towards the new times is not known beyond doubt. It must be the special duty of the men who are sent out to champion National Socialistic Germanism. In particular, it is to be pointed out to them that immediately upon arrival at the agencies they are to get in touch with the Local or Regional Group and to participate regularly in all its activities, as well as in those of the Labor Front.

Submitted: 18 August 1938
(Signature) Heinz HAHN(?)

CERTIFICATE

It is agreed that in no event are men to be sent to our representatives abroad who do not belong to the German Labor Front and whose positive attitude towards the new times is not known beyond doubt. It must be the special duty to champion National Socialistic Germanism. In particular, it is to be pointed out to them that immediately upon arrival at the agencies they are to get in touch with the Local or Regional Group and to participate regularly in all its activities, as well as in those of the Labor Front.

Submitted: 15 June 1938
Fhr. v. MASSENBACH
(Signature)

TRANSLATION OF DOCUMENT No. NI-2782
CONTINUED

CERTIFICATE

It is agreed that in no event are men to be sent to our representations abroad who do not belong to the German Labor Front and whose positive attitude towards the new times is not known beyond doubt. It must be the special duty of the men who are sent out to champion National Socialistic Germanism. In particular, it is to be pointed out to them that immediately upon arrival at the agencies they are to get in touch with the Local or Regional Group and to participate regularly in all its activities, as well as in those of the Labor Front.

Submitted: 10 May 1938.

Signature: (illegible)

CERTIFICATE OF TRANSLATION

24 June 1947.

I, Victoria ORTON, Civ.No. 20129, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-2782.

Victoria ORTON
Civ.No. 20129. |

TRANSLATION OF DOCUMENT NO. NI-631
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

HERMANN WAIPEL
Member of the Vorstand
of I.G. Farbenindustrie A.G.

Frankfurt/Main 20, 13 October 1942
Grüneburgplatz

(Translator's Note:
Illegible Receipt Stamp)

Stamp:
Management Dept. Chem.
E 14 October 1942
B 26 October 1942

Confidential !

Director Dr. G. von SCHNITZLER,	Frankfurt a.M.
Director P. HAEFLIGER,	"
Director Dr. M. ILGNER,	Berlin
Director W. H. MANN,	Berlin
Director Dr. H. OSTER,	Berlin
Director W. OTTO,	Berlin
Director E. WERHEL-ANDREAE,	Frankfurt a.M.
Director Dr. K. KRIEGER,	Berlin
Director Dr. G. FRANK-FAHLE,	Berlin
Dr. J. TERHAAR,	Berlin
E. MUELLER,	Berlin
H. GIERLICH,	Berlin

Re: Luncheon for members of the "Auslands-Organisation" of the NSDAP.

The Commercial Committee decided in July of this year, to make the return of the leading personalities from the Auslands-Organisation of the NSDAP from U.S.A. and Latin America, the occasion for giving a luncheon for these gentlemen as well as for the leading personalities of the "Auslands-Organisation" Berlin as a special courtesy and also in order to improve the good relations with the Auslands-Organisation. I made preliminary enquiries from the management of the A.O. together with Director Dr. FRANK-FAHLE as ordered and there found grateful appreciation of our suggestion as well as complete willingness to agree to it. Gauleiter BOHLE specially favored this idea and will personally take part in the meeting.

After discussion with Gauleiter BOHLE and the head of the Foreign Trade Office, Gauamtsleiter CHRISTIAN, it was decided that the luncheon will take place on Wednesday, 4 November at 1300 in the Hotel Adlon (Raffael Room). Dress: Dark informal suit. The gentlemen from the "Auslands-Organisation" mentioned in the annex will be invited.

In agreement with Director Dr. von SCHNITZLER I am taking the liberty of inviting you, gentlemen, to the above-mentioned meeting. Will you please notify Director Dr. FRANK-FAHLE, Berlin NW 7, Unter den Linden 82, directly of your acceptance of the invitation.

With kind regards and Heil Hitler

(Signature) WAIPEL

Annex

(Translator's Note: Handwritten Notes in Margin:
Not l.
Refusal? Because in Italy?
N.)

TRANSLATION OF DOCUMENT NO. NI-631
Cont'd

(Page 2 of original)

List of the gentlemen of the "Auslands-Organisation"
to be invited for lunch on 4 November 1942 at the Adlon.

Gauleiter E.W. BOHLE
Stabsamtsleiter B. KUNZ
Personal Reporter of the Gauleiter Gauhauptstellenleiter SPANN
Head of the Landerrat IV, Gauamtsleiter HUBNER
Head of the Landerrat VI, Gauinspektor GROTHE
DAF-AG Gauhauptstellenleiter RAVENS
Foreign Trade Department Gauhauptstellenleiter SCHLEICHER
Foreign Trade Department Gauhauptstellenleiter BREHM
Head of the Department for Foreign Trade Gauamtsleiter CHRISTIAN
Office Auslands-Organisation in RWIM Gauhauptstellenleiter ROSENBERG
Landesgruppenleiter MUELLER (Argentina)
Landesgruppenleiter PHUEFERT (Columbia)
Landesgruppenleiter HENTSCHEK (Guatemala)
puty Landesgruppenleiter GOEDDE (Brazil)
kreisamtsleiter THOMSEN (Uruguay)
Gauhauptstellenleiter z.V. SANDSTEDT (Argentina)

(Page 3 of original)

26 October 1942

To
Kommerzienrat WAIKEL
Frankfurt A.M.

Re: Luncheon for members of the "Auslands-Organisation" of the NSDAP.

I thank you very much for your kind invitation but unfortunately, as
I already told you verbally, I am not able to accept as I shall be on a
trip abroad at that time. I would have like to take part, as I told you.

In any case I wish you and the other gentlemen a successful meeting.

With best wishes and

Heil Hitler

Yours,

(Signed) RAEFLIGER

(Translator's Note: Handwritten Note:
To Dir. FRANK-PAHLE, Berlin)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, M.P. NO. 34079, hereby certify that I am thoroughly
conversant with the English and German languages; and that the above is a
true and correct translation of Document No. NI-631

DOROTHEA L. GALEWSKI
M.P. NO. 34079

END

Exhibit 148

Copy.

31 January, 1942

Foreign Organization of the NSDAP
For the attention of Chief of the Gau Office (Gauleiter)
Christians
Berlin-Wilmersdorf
Westfalischesstrasse 1-3

We refer to your suggestion made to Kommerzienrat Waibel to set up an office in our firm, which would be solely responsible for our collaboration with you and to which would be directed all matters concerning our business dealings with you, and in this connection we take the liberty of informing you of the following:

Our company has long had at its disposal in the WIFO (Economic Policy Department) which is set up within the framework of the organization of I.G., Berlin NW 7, a central office which is competent to act as intermediary with the authorities and to which all affairs concerning trade with the Foreign Organisation have already in the past been largely directed. In accordance with your suggestion we will, however, gladly see to it that in future the Economic Policy Department without prejudice to the work of those offices of our firm which are essentially interested in the questions to be dealt with, shall always be available for cooperation with you on all questions. In order to facilitate business with our firm for you, may we suggest that you for your part direct all inquiries and suggestions concerning our firm to the Economic Policy Department, who will see to it that they are immediately redirected to the appropriate office in our firm for suitable action, so that, in accordance with your wishes, we can ensure that all questions will be expeditiously handled by our firm.

We should like to take this opportunity to express the hope that this arrangement will contribute to bringing about a closer and successful collaboration between yourselves and us.

Heil Hitler!

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

signed: Waibel

signed: Ilmer

Initial: W

168

CERTIFICATE OF TRANSLATION

17 June 1947

I, Victoria ORTON, No. 20 129, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-2788.

Victoria ORTON
No. 20 129

D.B. 3/3a (Board of Directors Meeting)

Strictly Confidential

Memorandum on the

186th "BAYER" Board of Directors Meeting

(Sales Combine Pharmaceutical Products and Insecticides)

at Leverkusen, on 16 February 1938, 09.00 hours.

Present: W.R. LANN (Chair)
BRUGGERMANN
MENTZEL
GROBEL
MERTENS
MERK
PAUL LANN
ZAHN
BRÄUNINGER
KLOPPFEL
SCHWITZ J.
THIMANN
LUNGKUPH (Secretary)

- - - - -
(page 2 of original)

81) National Socialist Attitude.

The chairman points out our incontestable being in line with the National Socialist attitude in the association of the entire "BAYER" pharmaceutical and insecticides; beyond that, he requests the heads of the offices abroad to regard it as their self-evident duty to collaborate in a fine and understanding manner with the functionaries of the Party, with the DAF (German Workers' Front), etc. Orders to that effect again are to be given to the leading German gentlemen so that there may be no misunderstanding in their execution.

82) The Management of our Offices Abroad.

is to be in the hands of German gentlemen as a matter of basic policy. Should existing national laws make this impossible a German gentleman is always to be delegated to the agency in question, whose task it will then be to keep up relations with the branch-offices of the Party abroad, and to put forth great effort in behalf of the National Socialist attitude of Germans abroad who belong to our organization.

83) Enquiries of the Organization of Germans Abroad of the National-Socialist-Party (A.O. der NSDAP)

should, moreover, always be settled in agreement with the chairman, or in his absence, with BRUGGERMANN.

(page 2 of original, continued)

84) Advertising in Anti-German Newspapers.

is to be avoided at all cost; economic and propagandistic considerations must be subordinated to the higher political aspects.

85) Jewish Question / Offices Abroad.

The few remaining foreign Jews have to be further systematically eliminated from our agencies. The department heads are responsible for the speedy execution of this order.

(page 11 of original)

Approved by:

signed MANN

CERTIFICATE OF TRANSLATION

1 July 1947

I, Johanna K. Reischer, B-397961, her-by certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-8428.

Johanna K. Reischer
B-397961

- 2 -

" END "

TRANSLATION OF DOCUMENT No. NI-6489
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

Confidential

25 February 1938

Dear Herr ROMAN,

We have already formerly had occasion to write to the Heads of our offices abroad about the support they should give to the State and the Party within their sphere of activities on behalf of our firm. We would not wish to let the beginning of this year go by either without repeating our request that you as well as all your collaborators should again and again make all endeavors to support not only the Government agencies, but also official Party agencies in their work abroad. This does not only mean, that each individual should develop a positive mental attitude towards the present regime, but he should also as far as possible become a member of the Party organizations and contribute to the best of his ability to Party welfare institutions.

We consider it as a matter of course, that apart from each individual being prepared to render service, our foreign offices should also place themselves fully at the disposal of the German cause. This entails the avoidance of placing orders with anti-German firms or of using anti-German newspapers or periodicals for advertising purposes. On the other hand we attach great importance to supporting those organs which have always shown themselves particularly pro-German by the insertion of advertisements.

We expressly call your attention to the fact, that we have no special reason for addressing today's letter to you, but that we wanted to explain once more in general, which attitude towards the State we expect from our representatives who hold leading positions abroad.

"Bayer"
I.G. Farbenindustrie Aktiengesellschaft
(signed:) HAHN KENTZEL

CERTIFICATE OF TRANSLATION

I, Julie KROE No. 20188, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document No. NI-6489.

Julie KROE
No. 20 188.

Strictly Confidential

(Translator Note: Handwritten:)123
3061

To Director Dr. Ilgner

Discussion with
Herr von Thermann

Dr. G/F.F./ba.

10 January 1941

Herr von Thermann flew to Spain shortly before Christmas. He will try everything so that direct German air communication with South-America can be re-established. The German pilots of the CONDOR-SYNDICATE are sitting idly in Brazil, because - as is known - according to the new regulations of the Brazilian Government, only Brazilian-born pilots are allowed to fly machines of the CONDOR-SYNDICATE, while the German pilots are merely naturalized Brazilians. As the license given to the German LUFTHANSA (DEUTSCHE LUFTHANSA) is still valid, it would be possible for German machines to fly to Brazil again. He thinks that the sudden stop at the beginning of the war was due to a personal intervention by Reich Marshal Goering.

For the maintenance of the good relations still existing between Germany and Argentina, he thinks it absolutely necessary that an Argentinian too should come to Germany once more to get a direct impression of the actual effects of the war, so that enemy propaganda will be counteracted by evidence. We think it best that Oberingenieur (Chief Engineer) Brandt should be informed about it and that he should be asked to see to it that a respected, high-ranking officer of the Argentine Army comes with him in February.

(Page 2 of original)

to Germany by airplane, because this would be the best opportunity for finding a plausible reason (GUN-POWDER FACTORY VILLA MARIA).

Herr von Thermann informed us that the LANDESGRUPPENLEITER (Country Group Leader) MUELLER, known through the Patagonian affair, has been in Germany since July of this year, and that apparently he is not getting the re-entry permit for his return to Argentina from the Argentine Government.

Herr VOLLMER, formerly an employee of Herr Homann who is managing business affairs, is according to Herr von Thermann, said to be acting very indiscreetly and rudely towards the ANILINAS ALEMANAS, with which he has continued difficulties. He demands, for example, that the ANILINAS ALEMANAS pass off itself as a German firm.

Our discussion on the questions of camouflage brought about complete agreement, especially also on the fact that after a victorious war the natural interests of the South American States must be respected. We asked Herr von Thermann to make representations to the A.O. (Foreign organization) accordingly. We informed him about the discussions we have carried on during the last months with the A.O., especially personally with Deputy Gauleiter Hoss. As it is known, it was possible during these discussions to come to an agreement with the A.O. with regards to the questions of Latin-American camouflage. Especially the form and the distribution of shares of the ANILINAS ALEMANAS, as they exist at present (capital exclusively Argentinian) were fully endorsed by the A.O.

(Page 3 of original)

Herr von Thermann suggested informing the management of the ANILINAS ALMANAS confidentially about it, so that they can point out to Herr VOLBERG that the camouflaging has been undertaken in accordance with the competent Reich authorities. He offered to take a letter to this effect with him himself.

About conditions in Argentina he mentioned briefly the following: In spite of several assertions to the contrary, the state of health of President Ortiz is so weakened that he cannot be expected to execute the functions at his office actively. His deputy Castillo shows decidedly more understanding of the German and Italian interests than Ortiz, and only shortly before his departure he endeavored personally to settle existing points causing friction. So at least within the Argentine Government, we could by no means speak of an attitude hostile to Germany (conditions in Brazil at the present time, are, of course, said to be still more favorable because of the personality of Getulio Vargas).

The situation in Uruguay is said to be different. On account of the economic situation, the dependence on England and the States is said to be so great that an uninfluenced policy is not possible. In the well-known question of bases, one can even suppose that a direct influence on the Uruguayan ministers concerned existed. However, the Argentine Government, by a timely intervention, succeeded in disturbing the already very far advanced

(Page 4 of original)

negotiations to such a degree that on account of the inclusion now planned of the adjacent states Argentina, Brazil, Paraguay and Chile, the settlement of the question of bases has been drawn out considerably. However, Argentina would of course not be in a position to proceed by armed force against a "coup de main" of the U.S.A. at the La Plata estuary or against any possible cession of the Malvinas by England to the U.S.A.

The attitude towards the U.S.A. is not friendly in Argentina, and they feel as before that they are the Latin-American bastion against the U.S.A.'s efforts to achieve predominance. Herr von Thermann declared in agreement with Kell that the Northern frontiers of Peru and Brazil are the line to which the absolute influence of the U.S.A. extends today.

As to the question of immigrants, the Argentine Government has meanwhile decided on energetic measures. A further immigration can be regarded as practically stopped.

Fortunately, it can be stated that up till now, nearly all German firms in Argentina are continuing work so that no essential positions have been lost. Herr von Thermann confirms the fact already known to us that all the respective offices and Reich authorities have the same intention of resuming the relations with Latin America completely, immediately after the conclusion of peace is declared.

In Argentina certain difficulties might in the near future

(Page 5 of original)

result from the fact that an ever-increasing group of the Argentine

TRANSLATION OF DOCUMENT No. MI-10712
(Cont'd)

youth sympathizers with the authoritarian system. The possibility exists of course that this essentially internal Argentine affair may have foreign political consequences. Though the case against the pharmaceutical firms in which the RAYER representatives were also implicated is resting, it has not yet however come to a conclusion so that Herr ROMAN is not yet granted the exit visa.

Herr von THERMANN is fully satisfied as to the relations between the embassy and our representatives.

On Thursday, January 16, 1941, Herr von THERMANN will breakfast with us and will continue the conversation for which the BKA (Office of the Commercial Committee) in co-operation with Dr. OVERHOFF will set up a program.

(signed) FRAJEL-PAHLE

(Page 6 of original)

(Translator's Note: Handwritten:) 128
55 145

13 January 1941

Subject: Anilinas Alemanas S.A.

We refer to the exchange of telegrams, concerning our firm, especially to our cable of 18 November, No. 11, and your answer of 23 November 1940, No. 19, and wish to inform you that your last statements have caused us to discuss the whole set of questions once more with the competent Reich authorities, especially with the Reich Ministry of Economy and the management of the Foreign organization (Auslandsorganisation). It was possible to obtain the agreement of all offices to the effect that the status existing now is to be retained unchanged for the duration of the war. Any further steps on your part in this affair are thus no longer necessary.

(Translator's Note: Handwritten:) Handed to Herr v. Th. on 16 January
for personal transmission
(Initial) O

(signature) Dr. J. OVERHOFF

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALINSKI, WFO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. MI-10712.

DOROTHEA L. GALINSKI
WFO No. 34079

(E N D)

DOCUMENT NO. NI-10555
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES
(EXCERPT)

(Page 1 of the original)

Consultation
Among the American Republics
With Respect to the
A R G E N T I N E S I T U A T I O N
(Zeichen)

United States Government Printing Office
Washington: 1946

(Page 2 of the original)

Department of State

Publication 2473

Intern-American Series 29

This memorandum was delivered on February 11, 1946, to representatives of the other American Republics engaged in the consultation. This reprint reflects a few typographical corrections; those of any apparent consequence are indicated by footnotes on pages 21 and 81.

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I

ON OCTOBER 3, 1945 the Department of State initiated consultation among the American republics with respect to the Argentine situation. All of the other American republics agreed to participate in this consultation.

During the intervening period, this Government has made a careful study and evaluation of all the information in its possession with regard to Argentina. An enormous volume of documents of the defeated enemy, in many cases found only with much difficulty and after prolonged search, have now been studied and verified. German and Italian officials charged with responsibility for activities in and with Argentina have been interrogated. Although this work of investigation continues, the Government of the United States at present has information which establishes that:

1. Members of the military government collaborated with enemy agents for important espionage and other purposes damaging to the war effort of the United Nations.
2. Nazi leaders, groups and organizations have combined with Argentine totalitarian groups to create a Nazi-Fascist state.
3. Members of the military regime who have controlled the government since June 1943, conspired with the enemy to undermine governments in neighboring countries in order to destroy their collaboration with the Allies and in an effort to align them in a pro-Axis bloc.

(Page 4 of original continued)

4. Successive Argentine governments protected the enemy in economic matters in order to preserve Axis industrial and commercial power in Argentina.

5. Successive Argentine governments conspired with the enemy to obtain arms from Germany.

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A. Argentine-Nazi Negotiations for Military Assistance to Argentina.

One of the most striking areas of such collaboration consists of Argentine efforts to procure military assistance from Germany.

Briefly summarized, during Castillo's day, the negotiations of his agents for German arms were designed to give Argentina equipment for use against the other American republics if their remonstrances that Argentina break relations, which Castillo was determined to resist, should in consequence require that his government formally align itself with the Axis in accordance with its secret choice. They extended most actively over the months of July, August, September, and October, 1942, and involved requests for submarines, airplanes, tanks, anti-tank guns, anti-aircraft guns, machine guns, powder, and other munitions and arms.

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(Page 10 of original)

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In considering the grave menace this complicity represented, not only to Argentina's sister republics in the Western Hemisphere but to the fate of the entire world in

(Page 10 of original continued)

its struggle for the preservation of civilization, some contrasting dates may prove illuminating. When Argentina made her initial approach to the Nazis in July 1942, Singapore had fallen, the American forces had surrendered at Corregidor, and the Japanese had occupied all strategic points in the Far East and the East Indies near their basic strongholds. In many quarters only the faintest hope remained that General MacArthur would redeem his promise to the Philippines that he would some day return. In the West, the Nazis had taken Sevastopol, crossed the Don River, and captured Voroshilovgrad and Rostov. By September, they had begun their frontal attack on Stalingrad and had occupied Southern France.

While the year 1943 saw the Allies regain some ground in Africa and Italy, the European continent remained in Nazi hands; in the Pacific and the Far East, the basic Japanese strongholds had not been attacked. It was throughout a year of gravest crisis, as was most of 1944; the fateful questions whether Europe could be successfully invaded from sea, and Japanese strongholds be reduced, still hung narrowly in the balance. They were not resolved until many months thereafter.

In this setting, there follows a detailed description of the course the Argentine officials followed in their diligent search for Nazi military assistance.

In July 1942, General Domingo J. Martinez, then head of the Buenos Aires Police, and for three days Foreign Minister of the military regime in 1943, conferred as a special representative of President Castillo with Erich Otto Moynen, the German Chargé d'Affaires with the rank of Minister, and reported that Castillo would "offer resistance" to demands that Argentina break relations with the Axis, and

(Page 10 of original continued)

had decided, if necessary, " eventually to come out openly on the side of the Axis powers." * Martinez then announced the objective of his visit: to ascertain to what extent Germany was then prepared to supply Argentina with military equipment. Meynen's report to the German Foreign Office on the Martinez arms proposals states:

In this connection, they are thinking of deliveries of German arms either via German blockade runners in view of improved

(Page 11 of original)

conditions of German naval forces in the Atlantic, or by picking them up at Spanish ports in Argentine freighters which on their return trip would have to be protected as much as possible by Axis U-boats against Anglo-Saxon attempts at sinking. In the latter case, Spain must thus be brought into the picture; perhaps deliveries via Sweden could be considered. The General indicated that even one full shipload containing the most necessary material would mean substantial help for Argentina. Money is no problem but not much more time should be lost.

In the same report, Meynen also informed Germany that an identical approach had been made to him by Spanish Ambassador Aunós, head of a Spanish Economic Delegation then negotiating with the Castillo Government in Buenos Aires. After mentioning the isolated position of Argentina, the alleged possibility that she would be attacked by Brazil, and the interest of Spain and of Europe, after the anticipated Axis victory, " to preserve Argentina as a nucleus of order out

* A week earlier Meynen had informed the German Foreign Office, upon the basis of his personal conferences with foreign Minister Ruiz-Guínazu, that "the President and the Foreign Minister believe in and desire the final victory of the Triparti-

(Page 11 of original continued)

of which the reconstitution of normal conditions must proceed " in the Americas, Aunós informed Meynon:

(Aunós) is firmly determined to do everything he can so that Argentina could be supported by deliveries of arms from Germany and Spain-the Ambassador also named tanks and anti-tank and anti-aircraft guns. It is his intention to take along an Argentine General on his return to Spain (presumably at the end of August), for the purpose of clarification of needs and possibilities. He had discussed the affair, under strict secrecy, with authoritative Argentine persons, among them also the above-mentioned General Martínez (to whom, moreover, he brought a picture of Franco), and was convinced that something would have to be done. The carrying of deliveries of arms as Spanish shipments on Argentine ships would probably be feasible.

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B. Argentine-Nazi Efforts to Subvert the Governments of Neighboring Countries.

The Argentine's purpose to defend its pro-Axis policy by German military support was coupled with another scheme which it simultaneously disclosed to the Nazi Government. The essence of this scheme was the undermining and subversion of pro-Allied Governments in neighboring countries and to draw them into a pro-Axis "bloc" headed by Argentina. These Argentine objectives, of course, fitted perfectly with Nazi ambitions to disrupt American solidarity against the Axis.

The foundation for the full Argentine-Nazi collaboration in the formulation and execution of these plans, and its

[Page 20 of original continued]

relationship to Argentine efforts to obtain German arms, has been described by an authoritative German official as follows:

. . . the great goal of Argentine foreign policy after the revolution of June 4, 1943 was the formation of a bloc of South American states, whose center Argentina should be. This policy was directed principally against the USA and its Good Neighbor policy (that is, against Pan-American solidarity). The bloc was to comprise Argentina, Chile, Bolivia, Paraguay, Uruguay and possibly later Brazil (through the help of the Brazilian Integralists). Germany knew that thereby the USA Good Neighbor policy was to be thwarted, and therefore there existed a complete interest on Germany's part in maintaining close relations with the Argentine regime. Manifestly because of this identity of interest, the SD found good support of its work among members of the Argentine Government.

As part of this plan (i.e., the formation of a bloc of states pointed against the USA), the Argentine regime invited the SD personnel to be of aid to it towards the requisition of German weapons, which it considered necessary for the strengthening of its position. The Argentine Government explained to the SD representatives that it considered the maintenance of Argentine neutrality to be an important factor in the German interest, and that it feared it could no longer remain neutral if it received no German weapons.

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This common plan was activated with respect to Bolivia, Brazil, Chile, Paraguay, and Uruguay. In each case, Argentine-SD collaboration with domestic pro-Axis forces in each of these countries was pressed forward, under guidance and with aid, or promises of it, from the Argentine military government. A principal leader of the Argentine conspirators was Colonel Juan D. Perón.

A successful coup d'état springing from these sources did take place in Bolivia, just when one was also believed by its perpetrators on the point of fruition in Chile. Concurrently, Perón spurred on the Brazilian Integralists, while similar efforts were directed toward Paraguay and Uruguay.

That these plans had no greater area of success was once more not the result of voluntary cessation by the plotters. On the contrary, the Argentine pressure with Nazi aid to extend its fascist revolution over South America as a whole was in a most active stage when the American Republics, in January 1944, joined together to withhold recognition from the new Bolivian Government, and announced their decision to consult with each other before extending recognition to any other government established by force during the emergency period. This demonstration of inter-American solidarity compelled the Argentine penetration operations to diminish.

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C. Argentine-Nazi Political and Social Collaboration.

1. Aid and protection of Axis espionage.

When the war began, there was already established throughout the American republics, under plans therefore laid and carried out by the German Secret Intelligence agencies-

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notably the RSHA of Himmler, a complex network of espionage organizations, infiltrated into every country, expertly trained in intelligence and sabotage operations, and equipped with the most advanced radio equipment for communication with Berlin headquarters and among themselves, this pervasive and highly integrated network constituted a menace to the security of the American republics and the war effort of the United Nations the true proportions of which are yet to be fully discovered and appreciated.

What is known is that these Nazi forces carried on in the Americas an attack against the Allies as dangerous as a Nazi advance on the battlefields. Through them the Nazi war leaders received important information on the war effort of the American republics needed to plan Nazi strategy; through them, the Nazis were enabled to torpedo Allied ships and otherwise destroy Allied resources and manpower; through them, the Nazis carried forward their objectives of fostering disunity, discontent, and division among the peoples and the governments of the American republics, a strategy of first importance and value in the Nazi concept of total war.

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2. Argentine confidential agents and intermediaries for the Nazis.

In December 1942, Heynen outlined to the German Foreign Office the major lines of Nazi strategy " for the purpose of supporting Castillo's neutrality policy: "

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1. Supplying of arms;
2. Protection of Argentine shipping;
3. Financial subsidies for Castillo candidates in elections;
4. Negotiations for German purchases of Argentine products " in order to give the Government the argument that very valuable economic relations with Germany continue to exist " despite " the present impossibility of making any shipments";
5. Propagandistic exaggeration of German military successes;
6. Promotion of an anti-Communist campaign in Argentina and other South American countries;
7. Intensified pro-Axis propaganda through Cabillo, El Pampero and other organs to attack " the power of the big local pro-enemy press."

For the effective execution of certain of these programs, and for the attainment of all Nazi aims within Argentine official circles, the Buenos Aires scene was congested with figures, within and without the Government, whose services were at the disposition of the Nazi.

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4. Protection and assistance to pro-Axis press and manipulation of public opinion.

Axis agents, particularly of the German Government, early in the war entered into a partnership with native pro-Fascist elements in the Argentine armed forces, government, politics, and press.

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A major bond which united the Axis and Argentine members of this Axis partnership was their common hostility against the pro-democratic and pro-Allied sentiments of the majority of the people. Axis diplomats were frank in informing their governments of the anti-Axis views of the Argentine people. German Ambassador von Thiermann reported in a secret telegram to the German Foreign Office on September 28, 1939, "There is nowhere an understanding of German policy which in most cases is pictured as a disturbance of the peace. Anti-British sentiment which exists especially in the younger generation must not be interpreted as pro-German. The great sympathy for France expressed almost unanimously is an outcome of able cultural propaganda for many years. German civilization (Kultur) is not identified with the new Germany which because of its alleged threat to the Catholic Church is regarded as hostile against civilization; it must be taken into account that the intellectually leading group here is strictly Catholic..... At present the general sentiment in Argentina is anti-German. . . . "

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Half a year later matters had not improved. Thiermann complained on May 11, 1940 that Argentines seemed to feel "strong sentimental considerations in favor of Belgium". The whole press "unanimously condemned the German attack". Only "the German people military circles." Von Thiermann found, "admire the Germans advanced in technical respects." As late as September 1942 the German Em-

bassy

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Embassy in Buenos Aires complained of the difficulty of finding reputable Argentines willing to write what it considered 'suitable articles' on the occasion of the third anniversary of the war.

The unmistakable preference of the Argentine public for freedom and democracy was equally irksome to pro-totalitarians in Argentine domestic politics. Argentine pro-Fascist elements, with no chance of achieving office or power through democratic processes, were interested in preventing any resurgence of democracy in Argentina. A number of high officers of the Army and certain pro-totalitarian groups such as the GOU, had long formed the backbone of the pro-German and pro-dictatorial element in native Argentine circles.

All these elements stood to gain from entering into a partnership with the Axis against the Argentine people. Once formed the partnership proved highly successful.

In 1939 at the time of the outbreak of the war, the members of this coalition of Axis agents and civilians and military pro-Fascists in Argentina neither controlled Argentine public opinion nor were they able to control the foreign policy of the Government then headed by President Roberto Ortiz. By 1942 the position of these groups was greatly strengthened by the aid which they obtained from a powerful pro-Axis press, generously subsidized and greatly controlled by the Axis Embassies. They had formed a firm political alliance with the now Acting President Castillo and a number of his cabinet, and placed "long

standing

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standing and tested friends of the Axis in high federal positions. In 1942 Afirmación Argentina, described by the German Embassy as "our long standing propaganda organization," collected what were said to be one million signatures for a pro-Axis peace plebiscite publicly presented to President Castillo as proof of Argentine public opinion but actually - as stated in the German Embassy report - "secretly initiated by us".

Moynon reported:

The action, which was secretly initiated and carried out by the Embassy, particularly by the cultural-political officer, and financed from press and information resources, represents, just at this moment, a welcome manifestation of the Argentine desire for peace and strengthens Castillo's position. In connection with Brazil's entry into the war and North American

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per-mongering throughout all of South America, as in the Argentine Parliament itself, Castillo's speech means a firm avowal to hold to the line of his foreign policy and is a counter-influence to the recent declarations here of pro-Brazilian sympathy.

The campaign of many months for the collection of signatures, which was prosecuted with all the means available, contributed to the enlightenment of wide circles of the Argentine people, - even those in the interior of the country - on the significance of Argentine neutrality. Now it has concluded with an impressive demonstration which was reproduced by all the press, partly in pictures, and broadcast by the state transmitter here, and is the

most far-reaching propaganda action yet executed by the Embassy.

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A major instrument of this Axis-Argentine alliance was a continuing body of pro-Axis newspapers and periodicals in Argentina, Argentine in appearance but created by the joint efforts of Axis and Argentine partners, Axis-subsidized, and dedicated to the furtherance of Axis aims.

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In international relations the pro-Axis press, under the disguise of neutrality, has carried out political actions devised and ordered by Axis embassies. After Argentina's legal break of relations with the Axis, the pro-Axis press continued to disseminate the propaganda topics laid down by the German press and radio. *Clarín*, a monthly magazine directly subsidized by the German Embassy, extolled Japanese victories after Pearl Harbor with a two-page headline "Banzai Nippon!" *Clarín*'s anti-semitic propaganda closely resembles that of the Nazi *Der Stürmer*. Even those propaganda lines laid down by official German spokesmen in April and May 1945 for the post-war period have been faithfully carried out in this section of the Argentine press. Hitler's assertion in his "Political Testament" of April 30, 1945 that "the seed has been sown that shall grow one day to the glorious rebirth of the National Socialist Movement", was echoed in Argentina with such proclama-

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tions as Le Monde's editorial comment on the war crime trials of Axis leaders: 'the criminals of yesterday could well be the prophets of today and the martyrs of tomorrow'. Likewise, the contention that Germany had

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stood as the last bulwark against a rising tide of Communism echoed repeatedly over Berlin radio broadcasts, found a response in the editorials of Le Monde repeatedly throughout the summer and autumn of 1945.

Activity of the pro-Axis press has centered not so much in any bare fide defense of Argentine neutrality, as in consistently hostile attacks upon the United Nations and in affirmative praise for Axis leaders and the Axis cause.

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5. Protection of Nazi schools and organizations

Nazi control of German nationals and persons of German origin in Argentina was achieved through two primary organizations, the National Socialist German Workers' Party (NSDAP) and the German Labor Front (DLF). No German dared refuse the 'invitation' to join. These organizations constituted the spearheads of Nazi penetration. They were recruited and disciplined as exact counterparts of the system by which every German in Germany became a creature of the Nazi Party there. They were controlled directly

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from Berlin through a chain of command made up of key Party leaders attached to the German Embassy and to the great business and industrial chains with South American headquarters in Buenos Aires. There is no question about this command nor about the two organizations

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by which they controlled the individual Germans in Argentina.

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In addition to these primary organizations, there were scores of others with various misleading titles, the remnants of German societies formed for a variety of purposes in the pre-Nazi days and appropriated by the Nazi command. This maze of music clubs, recreation circles, charitable societies and the like, built up by old-resident Germans with the Fatherland, furnished Germany the very framework of its penetration into Argentina.

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It now knows from testimony of former German Ambassador von Thurnheim and from records of the Auslands Institut that the Nazis controlled or strongly influenced 200 schools in Argentina. Late in 1945 at least 57 schools continued to function, including at least 20 important institutions.

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D. ARGENTINE PRESERVATION OF NAZI ECONOMIC POWER

Throughout the war the Argentine Government deliberately countenanced subversive activities conducted by the Axis and permitted economic support for those activities to continue substantially unchecked. The German Foreign Office expert on Argentine affairs has confirmed this in the following words:

"In the period immediately preceding and during the war, the espionage and Fascist propaganda activities of the Nazi representatives of the Hitler Government were known exactly to the successes of the Nazi armies, this indifference was transformed into benevolence . . . The period of closest collaboration . . . was the period from 1943 to the beginning of 1944 . . . The Foreign Office likewise discovered that leading Nazi businessmen in Argentina, who had supported German war aims actively during the whole war, were permitted to exercise their activity as hitherto, even up to the time of the surrender of the German army."

The facts fully support this declaration.

The Kilgore Subcommittee of the Military Affairs Committee of the United States Senate has recently made public evidence found in the files of I.G. Farben in Germany. The Committee's report reveals that this ostensibly commercial organization constituted an instrument of the German Government. I.G. Farben provided the German Government with a supplementary intelligence service, as a part of which I.G. Farben's representatives throughout the world submitted reports on political and military as well as economic developments. These agents were known as Verbindungsmannner. Literally

meaning

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meaning "liaison man", this word was used to describe key regional men in the I. G. Farben world organization who were highly informed on conditions in their particular countries. The institution known as Verbindungsstellen was a vital factor in the I. G. Farben scheme. Their reports went through I. G. Farben's Bureau of the Commercial Committee to the interested departments of the German Government. The reports covered internal political movements and problems, composition of new governmental administrations, aspects of the black lists, internal German security, pro-Axis and anti-Axis propaganda, and matters of military interest such as merchant fleets, ship movements including convoys and tonnage in ports, port facilities, new highways and bridges, and shipment of war materials. In relation to such reporting it is necessary to consider (1) the influential position enjoyed by these agents - who invariably held high posi-

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tions in I. G. Farben subsidiaries - in the political, social, and economic life of the local countries; and (2) the inestimable value of such information in warfare conducted on a total scale.

All men sent out to these subsidiaries from Germany had to belong to the German Labor Front and to evince a "positive attitude toward the new order". Almost all of these agents were members of the local Nazi parties. All firms joined the German Chambers of Commerce and thus participated in the pro-Nazi activities of

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these organizations, Perbon subsidiaries regularly contributed financial support of local party organizations, furnished sizeable amounts of cash from proceeds of local sales to various German embassies; regularly contributed to "Press Committees" formed by the German embassies for the purpose of influencing the press, as well as cooperated with the German embassies in planting numerous anti-United Nations or pro-German articles in local newspapers. The same pattern was followed in Argentina.

FAILURE TO CONTROL AXIS FIRMS

The German Foreign Office expert, quoted above, has also declared:

"I recall that it was evident from the records of the Foreign Office that German businessmen and their firms owed their freedom to personal friendships with leading officials of the Ferrell Government. The firms had contracts with the various divisions of the Government and through such connections they had the opportunity to carry on effective propaganda in the sphere of their work with respect to those officials.

Among German firms that occupied an established and prominent position in Argentina, the following were well known to the Foreign Office: Straut & Co. (through the efforts of Richard Straut), Thilo Hartmann (agent and representative of the North German Lloyd), Siemens-Schuckert, Anilinas Alcantara (branch of I. G. Farben), Messerschmitt Tube Works, Quisling

Bayer

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Bayer [Bayer Chemical Works] (I.G. Farben, Thyssen-
Lametal [Thyssen Metal Works], Cia. de Seguros La
Germano-Argentina [Germano-Argentina Insurance Company]
(Agents of the Muenchener Rueckversicherung) Munich
Reinsurance Company], Quimica Schering and Quimica Merck."

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The following is a list of a few of the more notorious
spies and subversive agents in Argentina and the German firms
with which they have been associated:

German Agent	Argentine Concern	Capacity
Rein, Georg	Leipzig Fair Association	Representative
Baumeister, Ludwig	Quimica Merck	Adv. Mgr.
Delfino, Antonio	A.M. Delfino y Cia. et al.	President
Dornier, Claudius	Banco Aleman	
Fraude, Ludwig	General de Construcciones	President
Frohwein, Frederick	Deutsche Gold und Silber Scheidemannalt (I.G. Far- ben)	
Grotewold, Hans	Condor (Lufthansa)	
Harnoyer, Hans	Quimica Bayer	Adv. Dept.
Harnisch, Hans	Baker y Cia.	Apoderado
Hosann, Heinrich	Quimica Bayer	Manager
Imhoff, Felipe	Siemens	Representative
Koennecke, Werner	Baker y Cia.	
Martens, Thilo	Martens y Cia. "Lloyd Arg."	President
Hella Alfageme, Jose	Siemens	Branch Mgr.
Richter, Jorge E.	Siemens	
Schmidt, Fritzof	Lloyd Aereos Boliviano (Lufthansa)	Manager
Seidlitz, Wilhelm	Delfino y Cia.	Employee
Ulbrich, Fernando	Siemens	Technician
Von Schulz-Hausmann, Friedrich	Bromberg y Cia. (Staudt)	Gen. Mgr.

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Former Ambassador von Thiermann has stated that the real German Leaders in Argentina were usually the leaders of the German Chamber of Commerce which numbered about 500, and that these men were his "best collaborators". A memorandum found in the I.G. Farben files in Germany demonstrates conclusively that the German Chamber of Commerce represented a principal link between the Nazi Party and German economic enterprises abroad. The Nazi Party took an active part in the direction of the Chamber's activities through membership on their Boards of Directors.

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Transmission of funds for the Nazi Embassy

Using "confidence men" in Argentina and various banks and confidence men in neutral European countries, the German Embassy was provided with a clear channel for the transfer of funds between Germany and Argentina.

On December 19, 1942 Heynen stated "as a rough approximation the equivalent of 1,000,000 Reichsmarks must be transferred gradually by means of well-known channels for the planned propaganda purposes and for bribes".

Evidence is abundant that Germans in Argentina contributed to Nazi Party funds, Nazi-controlled schools, the Nazi Winter

(page 53 of original continued)

Help campaigns, as well as to funds obviously destined for subversive purposes. That all of these funds were subject to the control of the Nazi Party and used for its subversive purposes was notorious.

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* A CERTIFIED TRUE COPY *

TRANSLATION OF DOCUMENT No. NY-2786
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

April 14, 1938 .

M e m o r a n d u m .

Re: Extending the propaganda activities of the International Central Office "Joy and work" ("Freude und Arbeit") to Ibero - and central America.

Meeting on Wednesday, 13 April, 1938 in the central office, Berlin W 15, Bleibtreustr. 22-23.

Participants:

Mr. Manthey, General Secretary of the Zentralbüro,
" Minister Diaz, Minister of Guatemala in Paris,
" Lt. Col. Roebnack, Reich Ministry for Air, director
of the German-Bolivian working association,
Capt. (E) Passow, Staff of Army Ordnance Office,
Mr. Kutschera, Representative of the press,
Dr. Panhorat, Ibero-America-Institute,
Dr. Hackemann, I.G. Farbenindustrie A.G.

I. Introduction.

In the first place it was remarked that for the first time a representative of a private firm was present at the conference of the working committee of the International Central Office "Joy and Work". The remaining gentlemen were, without exception, confidential agents (Vertrauensleute) who had been selected by Dr. Ley, in order to help spread the idea "Leisure and Recreation". In this connection the advantages for a firm, in this particular case the I.G., were pointed out, of coming, in this way, into close contact with the German Labor Front, and especially with Dr. Ley, in a field which is especially dear to Dr. Ley and which is directly under his control. The chain of command in the field of organizing leisure activities is such that Generalsekretär Manthey is directly responsible to Dr. Ley without going through any intermediate office, so that the confidential agents or firms participating in this committee would also in this way come into direct contact with Dr. Ley.

(page 2 of original)

Originally it had been intended, in place of this first meeting, for Dr. Ley to hold a reception, to which the ambassadors and ministers of the Ibero-American countries and Dr. Ilgner as representative of I.G. would have been invited.

(page 2 of original, cont'd)

This reception will take place in the course of the next few months.

II. General Idea.

The general idea is that we wish to extend the idea of organizing leisure activities, which is known to us through the organization "Strength through joy" and through the International congress for "Leisure and recreation", to South America also in order, at the same time to gain new friends for Germany. So far all these attempts have failed because we did not have the right intermediaries in the various countries. After this failure the Central Office arrived at the idea of eliminating representatives of the German Labour Front in the various countries because they really had not the necessary connections and were, moreover, in a difficult position in the countries in question because their political affiliations were known. If this idea of organizing leisure activities is to be at all successful it must be organized, in the main, unpolitically and in the best sense internationally. The means of propaganda which are available for this purpose are, on the one hand, the wellknown magazine "Joy and Work", which is published in six languages, also travelling exhibitions like the present exhibitions in Rome and Athens, and the propaganda effect of the Strength through Joy travels.

The propaganda is not to rely on emphasising the humanitarian side of the idea, but should show the friendly relationship existing in Germany between employer and employee and also the care with which the employer tries to make it easier for the employees to organize their leisure activities. As the result of this mutually good relationship the technical progress in Germany will be pointed out. The main slogan is to be "Germany is working" and in this connection the successes of work should be indicated, e.g. in the field of Buna and cellulose production, etc. Through this the German worker, however, does not become an object for exploitation by capitalism. Rather he is now in the position to improve his own physical well-being and to spend his leisuretime in a more worthy and pleasant manner.

(page 3 of original)

In particular this organization is to be put forward as a rival to the international associations which, until now, had their centers in Paris and Geneva. Dr. Ley's period of office as president of the congress and of the Central Office will end in about 2 years. Dr. Ley hopes, however, to be re-elected by the International

(page 3 of original, cont'd)

Congress and, therefore, would like to show outstanding success in his work in foreign countries. There exists namely the danger that, on account of its longer existence the president of the "Dopolavoro" will become president of this institution for the next period of office, and that then German influence in the building up of the international organization of leisure activities will be eliminated in favor of Italian influence. This is much more risky in the case of Ibero-America because there the Italian influence will gain ground more easily in many countries on account of the more predominant Latin strain in the population.

III. Procedure.

The following procedure has been discussed and determined for Ibero- and Middle America.

- 1.) Founding of a committee.
A working committee will be founded which will prepare and direct the propaganda for Ibero and Middle America. Chairman of this working committee is Minister DIAZ who, although moving to Paris, will be available for the job.
- 2.) Secretary for the office of this working committee
will be Dr. Panhorst.
- 3.) Specialists will be appointed for individual countries or groups of countries, namely: Minister Dias for Guatemala, Mexico, Panama +)
Mr. Kutschera for the West Indies.

+) on this occasion it was discussed whether perhaps Dr. v. Humboldt could be made available in order to visit several people who would be nominated to him and to persuade them to participate in our propaganda work.

(page 4 of original)

Lt. Col. Koebnack for Peru, Bolivia, Ecuador,
Capt. Passow for Brazil,
Dr. Panhorst for general tasks and, for the time being, for the countries not yet assigned.

It is the task of the specialists to work on these countries individually in order to create a good atmosphere for further propaganda.

- 4.) Intermediaries are to be put at their disposal within the countries in question. These are not to be the official representatives of the German Reich and also not

(page 4 of original, cont'd)

the Landesgruppenleiter and Kreisleiter of the Foreign Organization. The consular corps of the different countries may be consulted, in the event of their being elected consuls with whom good connection exist and of whom it is thought that their position in the country in question is a particularly favorable one. The main stress, however, should be put on the work of the confidential agents (Vertrauensleute) who reside in the country in question and who are responsible for all the propaganda.

In this connection it had been intended, in the first place, to take for confidential agents (Vertrauensleute) the I.G. middlemen and perhaps later, if it proved necessary, one or the other representative of another big firm. It is desired to use representatives of big firms for the reason that, on the one hand, the propaganda will be more forceful because of the complete network of representatives of this firm over the whole continent, and on the other hand, it would be shown that in this case the representatives of a big employer, like the I.G., assist in carrying the idea of organizing leisure activities for employees into a foreign country. In this way we wish to prove, at the same time, that class distinction between employer and employee no longer exists in Germany and to present this condition as an ideal to the other countries.

(page 5 of original)

5.) Magazine.

The Verbindungsmänner of the Central Office are to visit, at monthly intervals, specially selected, prominent people of the country in question for which they were appointed, to present them with the magazine "Joy and Work" and, at the same time, to call their attentions to the purpose and aim of the work of the Central Office. A pamphlet is to be issued for the detailed instruction of the Verbindungsmänner.

Moreover, useful material which can be used for propaganda in the country in question is to be sent, in the form of pamphlets, to the Verbindungsmänner. We have thought of distributing the magazine in each country in the first place to 5 or 6 economists, politicians or social workers. These copies would be those sponsored by I.G. and consequently the number will be considerably less than the intended 5 to 10,000 because the main stress will not be placed on the distribution of the greatest possible number of magazines but on working personally on a lesser

(page 5 of original, cont'd)

number of prominent people. This should be repeated month after month. Gradually the circle of those intermediaries to whom this magazine is handed personally will increase and furthermore perhaps, later on, we shall start to distribute copies of the magazine without accompanying visits by the Verbindungs-mann. Then other firms should be asked to take over the sponsorship. The Central Office reserves the right to appoint, if necessary, the representatives of these other firms as assistants to the present confidential agent (Vertrauensmann) or in case of greater suitability to put them in his place.

Exhibition.

- 6.) When the idea "Leisure and Recreation" has made an impression on these important people through continuous distribution of the magazine, we shall send the Central Office's travelling exhibition - similar to the one now in Athens - to the country in question. The Central Office, judging from previous experiences anticipates a great success from this exhibition.

(page 6 of original)

7.) Film.

During the discussion the idea was also originated of making a film for the Central Office. This suggestion was considered to have great possibilities. At first there will be a contest to obtain a suitable script which will then be filmed featuring first class actor. It was stressed that either a film for all the countries or a film suitable only for South America will be made, no cost being spared. It was mentioned that the Labour Front, which would help in this case, would make ample funds and all necessary connections available.

- 8.) The film script could either be expended to a novel or, on the other hand, a novel could be written which would serve as a basis for the film script. However, the idea of distributing this novel in South America was dropped because, considering the hot climate, the distribution and the reception would not bring the desired success as would a good talking picture.

Mr. Manthey mentioned in connection with the idea of the film that the Central Office has a film record of all congresses, exhibitions, major Strength through Joy events, etc., and has very good film archives so that it would easily be possible to work this material into the plot. The showing of this film material has been scheduled for one of the next meetings of the committee.

(page 6 of original, cont'd)

9.) News service.

After a while it should be attempted to introduce suitable articles into the newspapers of the countries in question. For this purpose suitable material will be prepared. For the Spanish and Portuguese speaking countries it will be done in the form of matrices in order to conduct the distribution over there through smaller newspapers if possible without expense.

(page 7 of original)

10.) Strength through joy trips to Iberic-America.

Iberic-America should be visited by the Strength through joy fleet at the latest on the trip to the Olympic Games in Tokio. It was mentioned that on this occasion about 10,000 Strength through joy travellers would make a trip around South America or through the Panama canal.

Mr. Mathey also hinted that, already, ships for a "Strength through joy"-Danube fleet were ordered in order to show with what emphasis and energy Dr. Ley intends to carry this idea of organizing leisure activities into effect.

signed: HACKBARTH.

To: Secretary Dr. Ilgen,
Mr. Schwarte,
Dr. Kersten/Gierliche/Dr. Prentzel,
Dr. Gattienau, Mr. Passargo, Mr. Schenberg (only III).

CERTIFICATE OF TRANSLATION
OF DOCUMENT No. NI-2786

26 June 1947

I, JOHN FOSBERRY, No. 20179, herewith certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the document no. NI-2786.

JOHN FOSBERRY
20179

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. NI-7581
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

30 September 38

Lecture on Latin America in the
Commercial Committee.

Gentlemen:

Allow me, before entering upon the special problems which are the subject of our discussion, to give you a short survey of the general situation in South America, prefacing my remarks with the statement that the countries I visited on this occasion were:

Brazil
Argentina
Uruguay and
Chile

Peru and Bolivia were also on the program, but since I was detained in Brazil and Argentina rather longer than expected on account of negotiation with Dupont and ICI, the visit to these countries had to be postponed until a later date.

.....
(page 2 of original)
.....

I regret to say that I noticed for the first time - as far as I know, for the first time since the early post war days - a large measure of decidedly anti German sentiment in South America, particularly in the big countries on the east coast. At the time of the May revolt that sentiment assumed such dangerous proportions that for a few days we seriously feared for our agencies in Brazil.

The medium of this anti-German propaganda is almost exclusively the entire press. Not a day passes without the publication even in the large, would be impartial papers of a direct or indirect attack on Germany. As far as I know, the Office of the Commercial Committee a little while ago circulated such an article from a Brazilian paper, which was sent to the members of the Commercial Committee. That is only a small sample. One could compile a whole anthology of them every day.

I should like to discuss in this connexion the specialised problem of the Press. The question of how best to counteract this campaign is of course occupying the minds not only of diplomatic and Party agencies, but also of business circles and of our own representatives, as some of the heads of our agencies are members of the Press Committees set up abroad. I am referring in the first instance to the letter written by Herr Homann, Buenos Aires, to Dr. Ilgner

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. 7984
CONT'D.

(page 3 of original)

on 18 September 1938. I was asked by Herr Homann to act as mediator in this case and to explain the position verbally.

.....
(page 4 of original)

The newspaper then ought to publish a leading article at intervals not too often but when it is indicated, correcting clumsy misrepresentations of facts and giving an objective picture of each problem. The more dignified the tone, the greater the effect. As for the rest, this paper should continue on its way as before and should not identify itself too closely with any domestic policy.

I expressed these views in all discussions with diplomatic representatives on the other side. I was interested to hear from Herr von Schoen, our ambassador in Chile, that they were on the point of concluding an agreement with a major newspaper there. Herr Botschafterrat Meynen (Councillor of Embassy) in the Argentine was of the opinion that "El Nacion", the only major newspaper in the Argentine, which had the necessary qualifications was out of the question, because there had already been far too much talk of possible German participation. I do not share this point of view. After all, other papers produce the desired effect in spite of the fact that everybody knows, who is behind them. In the Foreign Office I discussed the matter briefly with Geheimrat Glodius and Legationsrat (Councillor of Legation) Becker when reporting on my tour. With respect to Brazil they are of the opinion that things are at the moment in such a state that it would be best to do nothing at all, since whatever we did was liable to misrepresentation. For a certain time such an attitude may be justified, but eventually something will have to be done, for in my opinion it cannot be considered right in the long run that we should be treated as perfect out laws by the public opinion of such important countries, as is happening now.

(page 5 of original)

But such measures as participation in important newspapers cannot be left to industry, not to mention individual firms, but are the business of the Reich. In my opinion the problem should be pursued further in this direction and there will be an opportunity for this when Herr Sionsen does return from the Argentine. (Possibly discussion of this point). Herr Homann does not think much of Herr Sionsen's plans, either, and said so in the meetings of the Press Committee. But it seems Herr Staudt turned against him.

An examination of the reasons which led to this change of sentiment reveals the following causes:

1.) Strong Jewish influence which has recently been increased by immigration, although practically all South American States have begun during the last months, and especially after the Evian conference, to make immigration more difficult still.

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. MI-7984
CONT'D.

(page 5 of original cont'd.)

2.) It must be admitted that there has been some clumsiness on our part (Description of unusual conditions in Brazil).

3.) And that is the main point, we have been faced for the past year by a definite large-scale US campaign in Latin America which has unfortunately had some success.

.....
(page 7 of original)

.....
In this connexion I should like to refer briefly to another problem which first arose to any extent last year in connexion with political events i.e. the repatriation of large numbers of Germans. This is being encouraged by Germany by granting particularly favourable rates of exchange for repatriation marks, free passages etc.. I consider this dangerous.

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Although it is easy to see why, let us say, a poor German colonist who has been ruined, should be assisted in returning to Germany, the position is quite different in the case of specialists, some of them highly paid engineers, and even manufacturers, who only make use of the "repatriation mark" in order to bring off a really good deal, at the same time relinquishing positions already of importance to Germany, which they occupied as buyers, experts on German machinery etc. In my opinion more discrimination is called for and the drawbacks of the scheme should be pointed out to the authorities. I discussed the subject with Legationrat (Councillor of Legation) Becker at the Foreign Office, who told me there was here a school of thought according to which it should be possible, by means of this emigration to bring pressure to bear on certain South American governments - chiefly Brazil - to put the brakes on their policy of natural discrimination against racial people of German origin. I consider these considerations mistaken. There are innumerable competitors in the country concerned, both nationals of the country, and foreigners from countries other than Germany who are ready to pounce on the positions now held by Germans. The emigration of Germans is not, therefore, viewed with regret but with undisguised satisfaction.

All these circumstances are so important for us because the political campaign of the USA is being supported and assisted by a new economic campaign organised in Latin America by the big American firms; the most significant example, because of its repercussions on us, and the best known, being Dupont, Herr Walloth and Dr. Balz

(page 9 of original)

after consulting we drew up a detailed report on the present position of Dupont on the Argentinian market, which has been circulated to the members of the Commercial Committee. It speaks for itself.

.....

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. NI-7984
CONT'D.

(page 9 of original cont'd).

We must ask ourselves what we can do to counteract this offensive.

(Page 10 - original)

Our aim is to set up our organization everywhere as in Brazil so that Chemicals and Dyestuffs are kept in completely separate departments from the point of view of administration but under the same roof and under the same management belonging to one and the same agency. Herr Walloth is carrying out in the Argentine at this moment a plan we drew up over there, at the same time making arrangements for the transfer of the Indunidas. It has been our common endeavor everywhere, to infuse new blood into the offices of our agencies and to make them as efficient as possible, to inspire our men with the proper spirit of aggressiveness. For example: from the beginning of 1935 to the end of 1936 the following new personnel was sent from Germany to Latin America:

From the Sparte Dyestuffs

31 businessmen
11 technicians

(page 11 of original)

Let me give you the figures for the Department Chemicals at the same time:

9 businessmen
4 technicians

(page 12 - original)

In spite of that, it will not be possible to tackle the matter through import trade alone. That brings me to the problem of industrialization. The problem has I expect been discussed more than once in connexion with South America before this audience and I think we all agree that we cannot help ourselves entirely alone without running the risk of losing our foothold on these promising markets. A small example: When a fortnight ago, the situation being at its worst here, we were discussing in the Sparte dyestuffs ways and means of maintaining as far as possible our business in Latin America in the emergency, it transpired that the very existence of our Azo Dyes Factory (Azofarben-Fabrik) in Brazil sufficed to change the situation in our favour.

(page 13 of original)

..... while small plants can make high profits and grow as things develop. Let us therefore cast our minds back for a while to the time we ourselves were growing. We must, however, have a suitable foothold in the country itself. As, owing the exceptional circumstances, our means are exceptionally limited at present, I have come to embrace what Herr Haefliger aptly called, if I may borrow his expression, the "stockade theory", that we should as quickly as possible establish in each major South American country a base, which while preserving

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. NI-7984
CONT'D.

(page 13 of original cont'd.)

the external appearance of a firm strictly national in character is nevertheless under our control and which with a minimum of expenditure, makes our position such that we can hold ourselves as the need arises, or if necessary make a profit from the stocks. In the Sparto Dyestuffs it is new in the field of textile auxiliaries and toppling colours which offers an opening.

XXXXXXXXXX

(page 18 of original)

.....

A further point to be borne in mind in this connection is the need for precautions to prevent our representatives abroad from meeting difficulties resulting from the nature of the questions submitted. Some of them are of delicate nature affecting as they do the interests both from the point of view of policy and war economy, of the countries concerned. As people are getting a little sensitive in this respect even in Latin America, no documents should be found in the offices of the Verbindungsmänner or their assistants which could possibly hang them or ourselves. This was another point which called for our consideration on the occasion of the May rising in Brazil.

.....

(page 19 of original)

.....

Munich, 5 July 1947
(Signature:) Dr. J. Overhoff

5 October 1938

(page 20 of original)

During the years 1935/1938 the following persons have gone or will have gone by the end of 1938 to Latin America:

1. Businessmen:

<u>1935:</u>	
<u>1936:</u>	Argentina: Fritz Kuhbier
	Mexico: Kurt Frese
<u>1937:</u>	Brazil: Hans Bruck
<u>1938:</u>	Argentina: Hans Rathjen
(until Sept. inclusive)	Chile: Helmut Schloemann
	Uruguay: Karl Ludwig Wetzelar
	Columbia: Werner Hannemann
	Venezuela: Konstantin Frh. v. Hassonbach
<u>1938:</u>	
(Oct.-Dec.-)	probably nobody

2. Technicians:

Dr. Fromandi
Dr. Gerther
Dr. Kollek
Dr. Salz

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. MI - 7984 CONTINUED

(page 20 of original cont'd)

3. The following people, who are already working abroad, have been instructed in detail on the occasion of their stay in Europe:

1937: Brazil: Johannes Dietrich Bumelstor
Wolfgang Boettiger

1938: Brazil: Heinrich Sichel
Peru: Hans Roedenbeck

These statements refer only to people purely of the Chemical Sector.

CERTIFICATE OF TRANSLATION

26 September 1947

I, LEONARD J. LAWRENCE, ETO No. 20138, hereby certify that I am a duly appointed translator for the English and German languages and that the above is a true and correct translation of the document No. MI-7984.

LEONARD J. LAWRENCE
ETO No. 20138

Committee for Information
and Propaganda
H a m b u r g - B r e m e n
(Agency in charge for various
Reich ministries).
Head Business Office Hamburg.

Bank account - Deutsche Bank
Branch Hamburg
Postal check account: Hamburg
Number 443 25.

(handwritten): 22.9.39.

Hamburg 11, 24 August 1939
Boersengebaude, Third Floor,
Tel. 36 05 31.

Re:

Dear Herr Kommissionsrat,

(handwritten):
Herrn Direktor
Dr. Overhoff.

One of the themes which is always recurring in
the series of Spanish articles of the Committee
for Information and Propaganda Hamburg-Bremen
is the

Fight against USA in South America.

All through the South American press we were able
to get a great number of publications to print
articles, news and notes on this subject.

A collection of copies of such articles from all
the South American states would take up too much
space. Therefore, in order to give a partial
survey of the results of our efforts in this
particular field, we have grouped together in the
enclosed list all the publications in which the

Argentina

press which during the period from 1 November 1938
until 31 March 1939 could be persuaded to print
material on the theme "Fight against USA in South
America".

(handwritten):
Are newspapers
of standing
sent here?

This voluminous list gives in its first part a
survey of articles directed against the United
States in the newspapers of Buenos Aires, whilst
the second part contains similar excerpts from
the Argentine provincial press.

Herrn Kommissar-
rat
Kernemann
V a i b o l ,
I.G.Farben-
industrie A.G.
Frankfurt a.M.

We wish to point out that the enclosed list naturally
includes only a part (even if an important part) of
all the articles we managed to have printed within
the above-mentioned period of activity of the
Committee for Information and Propaganda in the
Argentina. Besides the excerpts quoted
in the list on the subject of the fight against
USA we have in our records innumerable other copies
of articles of a general political, economic,
cultural and technical nature which we had
published in the Argentine.

(handwritten):
to be filed.

Heil Hitler!

Committee for Information and Propaganda
(Signature): illegible
Chief Business Manager.

Organizations represented in the
Committee for Information and Propaganda Hamburg-Bremen:
Reich Chamber of Economics and other Chambers of Economics, Chambers
of Industry and Commerce Hamburg and Bremen, Reich Group Industry and
central organizations of German economy.

(Second Page of original)

STRICTLY CONFIDENTIAL

Campaign against the U.S.A. in Latin America.

The Hamburg-Bremen Enlightenment Committee secured
in the
Argentina

press the publication of articles and reports on the
above-mentioned theme, as shown in the following list.

The list comprises the period from 1 November 1933 -
31 March 1938.

1. Buenos Aires (blue sheets)
2. Provincial press (yellow sheets)

Remark: Publication on the theme "Campaign against the
U.S.A." appeared, of course, not only in Argentina, but
in all other Latin American States.

(Third Page of original)

1. Buenos Aires

Standard Argentina

5 November 1933	New York	Announcements
10 November	"	Look at Fact and Prejudice in the United States
11 November	"	Our Friends ... the Yankees
11 November	"	Roosevelt in Decline?
13 November	"	Roosevelt - International Review
13 November	"	The Latin World
13 November	"	Business Ethics in the USA
13 November	"	What are the USA plans?
22 November	"	Roosevelt and Pacifism
22 November	"	Advantage in German ships
1 December	"	North America and the Totalitarian States
4 December	"	Public Rights in the United States
11 December	"	The Conference of Lima
16 December	"	Economic Crisis
18 December	"	Corruption in USA

(Fourth Page of original)

(Bandera Argentina)

29 December 1938	The Pan-American Conference
30 December "	Antisemitism in USA
5 January 1939	Roosevelt in Difficulties
8 January "	Deficit in American Budget
12 January "	Mr. Hull and the Lima Conference
12 January "	Diplomats in the Service of propaganda
19 January "	Epilogue to the Lima Conference
19 January "	"Good Neighbourliness" in the American Way
23 January "	Relations between USA and Germany
23 January "	The Policy of Good Neighbourliness
24 January "	Senator Pittman's Campaign against the Totalitarian States
25 January "	Not so much Talk, Mr. Roosevelt
25 January "	Tell us what Germany you keep
3 February "	Roosevelt's War Day
4 February "	Financial Difficulties in the USA
5 February "	America's Frontiers are in Franco
7 February "	Undecipherable

(Fifth Page of original)

(Bandera Argentina)

8 February	1939	Puerto Rico and the United States
10 February	"	Washington against Peace
11 February	"	Roosevelt and the American State Debts
11 February	"	Disturbing Symptoms
11 February	"	The United States and Foreign Trade
12 February	"	The "Good Neighbor" Policy
15 February	"	Hoover versus Roosevelt
16 February	"	The Provocative Attitude of the United States
19 February	"	North American Interference
19 February	"	Mrs. Roosevelt as War Speaker
20 February	"	Difficulties in the U.S.A.
23 February	"	The United States against Roosevelt's War Policy
25 February	"	The "Humanitarian" Policy of the United States
26 February	"	How many Unemployed are there in the United States
4 March	"	World Economy No. 1 of Peace
8 March	"	Roosevelt and the Jews
9 March	"	What is understood in the United States by "Humanitarianism"
9 March	"	Roosevelt as the Protector of Christianity

(Sixth Page of original)

(Bandera Argentina)

11 March	1939	North American Importation
15 March	"	New Scandal in USA
29 March	"	Blessings of the "Good Neighbor" Policy

Oriscl

1 November	1938	USA and the "Interference" of the Authoritarian States in South America
6 November	"	New York Gangster
8 November	"	Preview of the Lima Conference
8 November	"	A speech of Cordell Hull
11 November	"	Washington's "Good Neighbor" Policy
11 November	"	Lack of Tact and Breeding in the USA
12 November	"	Roosevelt in Decline?
18 November	"	Germany and the Pan-American Conference
20 November	"	North American Offensive on the Latin American Market
20 November	"	USA and the new World
20 November	"	Transparent Manoeuvre
20 November	"	The North American Cinderella
22 November	"	An unpleasant Statement

(Seventh Page of original)

(Crisol)

22 November	1938	Another Yankee Conference
23 November	"	What do the United States want in Lima?
26 November	"	Sumner Wells and the Lima Conference
27 November	"	North America in Mexico
29 November	"	The North American Universities as Breeding Cells of Communism
29 November	"	America's Interference in the Palestine Question
1 December	"	War Psychosis in USA
4 December	"	We understand!
11 December	"	Pan-Americanism in American Propaganda
15 December	"	USA and Lima
15 December	"	Conference of Lies. The Lima Conference
16 December	"	Who is carrying on Imperialistic Commerce?
22 December	"	Washington's Failures
23 December	"	Sport as a Business
25 December	"	The Declaration of Lima
27 December	"	The Conference of Lies
27 December	"	Lies from the USA
27 December	"	Roosevelt receives a Hebrew Distinction.

(Eighth Page of original)

(Crisol)

28 December	1938	North America at the Lima Conference
30 December	"	The End of the Pan-American Conference
5 January	1939	Political Imperialism of the United States
6 January	"	Roosevelt's Star in the Descendant
6 January	"	Energetic Opposition to the "New Deal" in the USA
8 January	"	Deficit in the American Budget
18 January	"	Outrageous Scandal in the USA
20 January	"	Clouding of German-American Relations
23 January	"	Another good Example of the American Policy of the "Good Neighbour"
25 January	"	America discovered by the Jews
26 January	"	Not so much Talk, Mr. Roosevelt
28 January	"	"Delirious Tremors" of the United States
31 January	"	Anti-Jewish Movement also in USA
31 January	"	The Yankees as Corpco-robbers
1 February	"	Roosevelt as Public Speaker
4 February	"	A peculiar Message of the United States

(Crisol)

(With Page of original)

5 February	1939	Jewish Influence in the Democracies
5 February	"	Finance Difficulties in the USA
7 February	"	antisemitism in North America
8 February	"	Roosevelt is imprudent
10 February	"	Good Neighbours (USA and Puerto Rico)
12 February	"	What does the "Good Neighbour" policy cost Argentina?
15 February	"	Hoover on Roosevelt's Policy
17 February	"	The Jews and the Trustees
18 February	"	Who rules in the USA?
24 February	"	Anxiety about American Agriculture
26 February	"	The "humanitarian" Policy of the United States
28 February	"	Unemployment in the United States
9 March	"	The Jewish Distinction of President Roosevelt
16 March	"	The Economic Agent of the United States on the Continent
19 March	"	Panama and Pan-Americanism
19 March	"	The Yankees and Czechoslovakia
20 March	"	"Blessings" of the Good Neighbour Policy
31 March	"	Warmongering and Communism in the USA

(Tenth Page of original)

La Raza

17 November	1933	The North American Cinderella
27 November	"	Leak of Fact and Breeding in the USA
25 December	"	The United States and Freedom of Speech
16 January	1939	Roosevelt's Attacks on the Totalitarian States
26 January	"	Outrageous Scandal in USA
29 January	"	The Signal to the Lima Conference
12 February	"	America - discovered by the Jews?
12 February	"	First Successes of Charity Collections in the USA
12 February	"	North American Interest in Latin American Mining
13 February	"	The USA as Crypto-Bolshev
5 March	"	Decrease of Trade between Argentina and the USA
5 March	"	Real Pan-Americanism

La Libertad

8 December	1938	What does Washington want?
28 February	1939	Real Pan-Americanism

La Fronda

25 November	1938	North American Influence in the Palestine Question
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TRANSLATION OF DOCUMENT No. NI- 3344
CONTINUED

(Eleventh Page of original)

El Herald

6 March	1939	American Newspaper on Roosevelt
13 March	"	Argentina and the USA
27 March	"	Scandal in the USA

as from page 10:

Argentinian Provincial Press

(Twelfth Page of original)

2. Argentine Provincial Press

La Accion. Marín

3 November	1938	The Danger of an Invasion in the United States
3 November	"	The Inhabitants of Mars and the United States
3 November	"	Roosevelt, the Great Preacher of the Democracies
18 November	"	North American Export to Latin America: Promises and Facts
23 November	"	Wishes of the United States
23 November	"	The Mission of Mr. Landon
24 November	"	Washington and Lima
1 December	"	An Invented Danger
6 December	"	The Debts of the North American States
7 December	"	North American Offensive on the Latin American Market
21 December	"	Landon's Speech in Lima
21 December	"	Twisted Errors of the United States
27 December	"	A Statement by Senator Hall
30 December	"	From the North American Labor Market

(Thirteenth Page of original)

(La Accion, Bogota)

11 January	1939	North America and the Reich
18 January	"	Germany, the USA and Trade with Latin America
19 January	"	The 12th Pan-American Conference 1939
24 January	"	North America models in the Politics of other Countries
5 February	"	Roosevelt and more
6 February	"	Roosevelt, the Public Orator
13 February	"	Washington and the Pacific
15 February	"	The American Frontier is in France
11 March	"	Argentina and the USA

El Cesar, Bahia Paraiso

13 March	1939	Trade between the USA and the Latin American States
23 March	"	Pan-Americanism and the Yankees

(Fourteenth Page of original)

La Manana, Santa Fe

19 November	1938	Washington's real Desire
24 November	"	What do the United States want in Lima?
27 November	"	North American Defeat at the Lima Conference
7 December	"	Expectations and Hopes. The Lima Conference
7 December	"	The Conference of Hypocrisy
23 December	"	The Diplomatic Battle at Lima
9 January	1939	The United States as Example
14 February	"	North America and the International Wheat Market
26 February	"	Real Pan-Americanism

El Comercio, Tucuman

21 November	1938	The Pan-American Conference
5 December	"	Labour versus Gold
7 December	"	The Pan-American Conference in Lima
12 December	"	Argentina and Pan-Americanism
24 December	"	Defeat of Washington at Lima
24 December	"	From Words to Deeds

(Fifteenth Page of original)

(El Comercio, Tucuman)

29 December	1938	The Declarations of Lima
25 January	1939	Commercial Traffic between Argentina and North America
31 January	"	North American Interest in Latin American Mining
8 February	"	"Delirium Tremens" of the United States
6 March	"	The Eternal Crisis in the USA
11 March	"	Trade Conditions between the USA and the Latin American States

El Liberal, Concordia

26 November	1938	The USA and the Pan-American Conference
10 December	"	War Psychosis in the United States
19 December	"	Three Speeches - Three Opinions - in Lima
29 December	"	Longer Results of the Lima Conference
10 February	1939	Roosevelt's War

El Diario, Concordia

1 December	1938	What is happening in Lima
15 December	"	The Lima Conference and the Monroe Doctrine
20 December	"	Let me ask why North America is arming?

(Sixteenth Page of original)

(El Diario, Concordia)

27 December 1938 Corruption in the USA
27 December " The Lina Debate

El Financiero, Rio Cuarto

8 November 1938 The USA and Argentina
8 November " Politics and Business
11 November " America's "Good Neighbor" Policy
12 November " Defend Me from my Friends
12 November " New York Gangster
15 November " The Pan-American Conference in Lima
15 November " Roosevelt Confronts Stalin
15 November " The Neutrality of the United States
17 November " North American Wharf for Brazil?
19 November " Roosevelt in Decline
19 November " Washington's Real Intentions
20 November " Roosevelt's Economic Policy
22 November " The Pan-American Conference in Lima
24 November " The USA and Pacificism
24 November " Subsidies against German Shipping
26 November " What does the USA want in Lima?

(Seventeenth Page of original)

(El Fiebre, Rio Cuarto)

26 November	1973	The Death of the Roosevelt Plan
26 November	"	A further Test of the "Good Neighbour" Policy
26 November	"	The Washington Conference
26 November	"	Military and Economic Alliance of the Latin American States
27 November	"	The Pan-American Conference
30 November	"	Find Words from the USA
2 December	"	Want of Fact in the USA
2 December	"	USA and the Latin American States
2 December	"	Sabotage of the Peace
3 December	"	War Paranoia in the United States
6 December	"	USA and the Latin American States
6 December	"	A Transparent Message of the United States
8 December	"	The Policy of the North American "Chief of General Staff"
10 December	"	May one ask what North America is aiming?
14 December	"	The Lima Conference
15 December	"	Public Debts in the USA

(Eighteenth Page of original)

(El Figaro, Rio Cuarto)

15 December	1933	A further Test of the "Good Neighbour" Policy
17 December	"	The Conference of Hemispheric
18 December	"	Three Speeches - Three Opinions in Lima
19 December	"	The Yankees and Pan-Americanism
20 December	"	Pan-Americanism once again
21 December	"	New Plans of the United States in Lima
24 December	"	The Battle of Diplomats at Lima
27 December	"	USA and the Lima Conference
28 December	"	Internal Difficulties of the Lima Conference
30 December	"	Washington at the Lima Conference
30 December	"	Corruption in the USA
31 December	"	After the Close of the Lima Conference
31 December	"	General Results of the Lima Conference
10 January	1934	The Defeat at the Lima Conference due through Roosevelt's Plans
11 January	"	Deficit in the American Budget
11 January	"	Financial Policy in the USA

(Nineteenth Page of original)

(El Figaro, Rio Cuarto)

15 January	1939	The Neutrality of the United States
18 January	"	North American Infantiline
19 January	"	The Congress and Roosevelt
19 January	"	Two Different Statements
12 January	"	12 Pan-American Conferences 1939
24 January	"	Epilogue to the L.A. Conference
24 January	"	"Good Neighbor" Policy of the United States
26 January	"	Germany and its Relations with the USA
28 January	"	The "Good Neighbor" Policy
28 January	"	Commercial Treaty between the Argentine and the United States
27 January	"	A Salt for Latin America
28 January	"	Talk Does, Mr. Roosevelt!
29 January	"	North American Announcements
2 February	"	The Yankees as Europe-Plunderers
7 February	"	Political Trends of the United States
8 February	"	A Peculiar Aspects of the "Good Neighbour"
10 February	"	USA - World Enemy No. 1 of Peace
10 February	"	Roosevelt, the Patron Saint of Democracy
10 February	"	Economic Organ of the United States

(Twentieth Page of original)

(El Figaro, Rio Cuarto)

11 February	1939	The Good Neighbour Policy
11 February	"	Washington against the Peace
15 February	"	What does the Good Neighbour Policy cost the United States?
15 February	"	Foreign Trade of the United States
17 February	"	Panic per Radio in America
17 February	"	France acquires from the US aircraft "capable of fighting"
19 February	"	Roosevelt in Difficulties
19 February	"	A Deficit in the North American Treasury
20 February	"	The position in the US
28 February	"	Real Pan-Americanism
1 March	"	All is not Gold that Glitters - in the US.
3 March	"	Unemployment in the US
5 March	"	Political and Economic Conditions between USA and Argentina
9 March	"	USA and the Argentine
12 March	"	Roosevelt as Protector of Christianity
17 March	"	North American Imperialism
19 March	"	What is understood by Humanitarianism in the USA.

(Twenty-Third Page of original)

(El Figaro, Rio Cuarto)

22 March	1939	American Incendiary Speeches
23 March	"	Pan-Americanism and the USA
26 March	"	Who Condemns Whom?
30 March	"	Pan-Americanism, the Good Neighbour Policy and Business

La Opinion, Lima

21 November	1938	The Pan-American Conference in Lima
29 November	"	Roosevelt and Pacifism
29 November	"	Economic and Military Alliance of the Latin-American States
1 December	"	What does the USA want in Lima?
5 December	"	Fine Words from the USA
10 December	"	A Further Test of the "Good Neighbour" Policy
12 December	"	The Two Poles
12 December	"	Latin American Conferences
14 December	"	The Yankees and Pan-Americanism
20 December	"	The Conference of Espionage
24 December	"	New Proposals from the United States
31 December	"	The Statement from Lima

(La Opinion, Jujuy) (Twenty-second Page of original)

13 January	1939	Humanity in USA
13 January	"	Financial Policy in the USA
20 January	"	The Neutrality of the United States
23 January	"	Failure of the Wheat Conference at Winnipeg
23 January	"	North American Infantilian
26 January	"	13 Pan-American Conferences 1939
28 January	"	Commercial relations between the USA and Argentina
28 January	"	What U.S.A. understands by the "Good Neighbour" Policy
5 February	"	The Yankees as Corpse-Plunderers
8 February	"	Roosevelt's Oratory
13 February	"	North American Announcements
4 March	"	T decline of Trade between Argentina and the USA
6 March	"	Unemployment in the USA
18 March	"	Uncalled for protestations of the "Good Neighbour" Policy
27 March	"	Real Pan-Americanism

La Provincia, Salta

30 November 1938 Roosevelt's Economic Policy

(Twenty-third Page of original)

(La Provincia, Salta)

3 December	1938	The Position in the Southern Part of the United States
14 December	"	The End of the Roosevelt Plan
14 December	"	Pan-Americanism once more
19 January	1939	Outrageous Scandal in USA
4 February	"	The Yankees as Corpse Plunderers
16 February	"	Who Rules in the USA?
24 February	"	Decline of Trade between Argentina and the USA
2 March	"	America - discovered by Jews?

El Pueblo, Salta

21 December	1938	Three Speeches - Three Views in Lima
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La Tribuna, Madrid

14 November	1938	Progress of Communism in the USA
12 November	"	Washington's Policy of the Good Neighbour"
18 November	"	The Real Intentions of Washington
29 November	"	The Lima Conference
9 December	"	The Death of the Roosevelt Plan
7 March	"	Trade between the USA and the Latin-American States

(Twenty-fourth of 51 original)

El Pueblo, Puerto de Santa Cruz

15 November	1938	North American Credits on the Latin American Market
24 December	"	USA and the European Powers
4 March	"	Hoover versus Roosevelt

El Pueblo, Cienfuegos

26 November	1938	The Policy of the "Good Neighbor"
9 December	"	The Railway Problem in North America
25 March	"	North American Interest in Latin American Mining

La Gaceta, Tres Arroyos

8 November	1938	Nothing but Fair Words
20 November	"	The supposed "Good Neighbor" Policy of the United States
1 December	"	What is happening in Lima?
4 December	"	What does the USA want? The Lima Conference
9 December	"	The "Good Neighbor" Policy of the Yankees
15 December	"	The "Good Neighbor" Policy
18 December	"	Three Speeches - Three Views in Lima
20 December	"	Washington at the Lima Conference
20 December	"	Earnest Words

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(Twenty-fifth Page of original)

(La Comuna, Tres Arroyos)

25 December	1938	Argentina presents Lima with an Ultimatum
27 December	"	Inside Difficulties of the Lima Conference
28 December	"	The Result of Lima
12 January	1939	Deficit in the American Budget
13 January	"	The "neutrality" of the United States
14 January	"	Mr. Hull and the Lima Conference
26 January	"	The "Good Neighbour" Policy
29 January	"	North American Announcements
1 February	"	The Yankees as Corpse-Plumbers
15 February	"	Washington against the Peace
18 February	"	Buy from Those who Buy from You
29 March	"	Pan-Americanism, the Good Neighbour Policy and Business

La Union Espanola, Frente Latino

8 February	1939	The Yankees as Corpse-Robbers
22 February	"	USA and the Policy of the Good Neighbour

La Opinion, Frente Latino

27 February	1939	USA and the "New Deal"
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(Twenty-sixth Page of Original)

El Imparcial, Bolivar

24 February	1938	The Policy of the United States
14 December	"	The Lima Conference and the Monroe Doctrine
28 December	"	The Result of the Lima Conference
24 January	1939	Locks, Pittman & Co.
31 January	"	A Speech of Roosevelt's
9 February	"	North American Announcements

La Voz del Sur, Montevideo

28 December	1938	The Result of the Lima Conference
10 February	1939	Trade Between Argentina and the USA

El Debate, General Uruburi

13 November	1938	The Good Neighbour Policy
19 November	"	The Commercial Policy of the United States
25 November	"	Washington's Real Intentions
18 February	1939	Buy from Him who Buys from You

El Financero, Pisco

14 November	1938	Washington's Good Neighbour Policy
10 December	"	May we ask why America is arming?
11 February	1939	The Yankees as Corpse-Robbers

(El Figueense, Pigan) (Twenty-seventh Page of original)

25 March 1939 Pan-Americanism of the United States

Tribun, Porcupine

12 November 1938 American Policy of the Good Neighbour

13 December " The North American Non-Intervention

El Fiscal, Coronel Suarez

6 December 1938 The Pan-American Conference of Lima

24 December " Mexican Petroleum

La Opinion, Belcarra

1 December 1938 What is Happening in Lima?

2 January 1939 Antisemitism in the USA

El Pueblo, Amulugoda

8 March 1939 Argentina and the USA

El Independiente, J.M. Fernandez

18 November 1938 The Policy of the Good Neighbour

24 March 1939 USA and Pan-Americanism

Alto Valle, Puerto General Roca

17 November 1938 Washington's Good Neighbour Policy

(Twenty-eight copies of original)

El Diario, Colombia

12 November 1938 Proof of the "Good Neighbour" Policy

El Pueblo, Santa Fe

17 November 1938 The "Good Neighbour" Policy

CERTIFICATE OF TRANSLATION

7 September 1947

We, ANNE MARTIN, STA. No. 20144, and JULIUS J. STEUER, AGC No. 442654, hereby certify that we are duly appointed translators for the English and German languages and that the above is a true and correct translation of the document No. NI-2844.

ANNE MARTIN, STA. No. 20144

JULIUS J. STEUER, AGC 442654

Frankfurt on the Main, 22 September 1939

My Dear Mr. Johannsen,

I heraby wish to thank you cordially for your letter of 24 August, and for the samples enclosed therewith, of publications which appeared in Argentina.

In connection with this particular matter I should like to state that, according to our knowledge here, the Argentine papers which were chosen for these publications have, in comparison with the major daily newspapers, a very small number of readers, and consequently have only a limited range. Especially in view of the attitude of a large number of people and public in Argentina, I doubt that these channels would lead to the desired result.

Among the newspapers which in view of their circulation, appearance, etc. have a decisive influence in Argentina on the trend of public opinion, I wish to mention the following:

"La Prensa",
"La Nacion",
"La Razon", and others.

As to "Prensa" and "Nacion", I am inclined to think that - in contrast to the vast majority of the remaining Latin-American papers - they have their own foreign correspondents in Berlin. It would certainly be very important to provide these foreign correspondents with the

(Page 2 of original)

pertinent news material currently, if this were not already being done by the appropriate agencies.

If, as I can readily imagine, it were difficult to establish contact with the major daily papers in Argentina, I should venture to suggest that your confidential agent get in touch with ours,

Mr. Heinrich HOMANN
La Quimica "Bayer" S.A., Buenos Aires 1/69
Calle Garvino 3102

in order to discuss what further steps should be taken. Anyhow, as far as I know, Mr. Homann is a member of the Inner Press Committee of the German Chamber of Commerce.

With kindest regards, and, Heil Hitler!

(Signed) Hermann WASSERL

Dr. JOHANNSEN
Information Committee Hamburg Bremen
Main Office, Hamburg,
HAMBURG 11
Stock Exchange Building, 3rd Floor.

CERTIFICATE OF TRANSLATION

I, OTTO REILBRUNN, Civ. 30,140, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. WI - 2900

OTTO REILBRUNN
Allied Civilian
30,140

TRANSLATION OF DOCUMENT No. NI-7333
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Information Committee
(Aufklarungs-ausschuss)
Hamburg-Bremen
(1 line illegible)
Business Headquarters, Hamburg
(1 line illegible)..... Hamburg
Telephone.... Hamburg Number 46335

Hamburg 11,
Boersengade, Exchange No.
(Number illegible)

To:

Mr. (Name and Address of Recipient
illegible, with exception of:)
I.G. Farbenindustrie

We should like, by means of the enclosed list, to give you a partial survey of the results of our work in South America during the war. The list quotes all the articles which the Information Committee, with the material at its disposal, was able to insert in the press of Chile in the months from January to May 1940. We draw particular attention to the very numerous publications in the press of the capital city, which involve numerous copies in the provincial press of Chile.

A similar number of articles has also been published in other South American States.

Heil Hitler,
The Information Committee, Hamburg-Bremen,
Administrative Chief
Signature: Johansen

Enc.: at the end of the folder

(page 1 of original)

I. Santiago

"El Mercurio"
Santiago-Valparaiso
(The largest newspaper of the West
Coast of South America - Circulation
approximately 100,000)

9 February 1940
9 February 1940
14 February 1940
3 March 1940

a German Transformer
The Interior of a Swedish Farmhouse
The War at Sea and the Neutrals
The War at Sea from the Point of View of the
Neutrals

12 April 1940
23 April 1940
1 May 1940

The Present State of the War
Desert from Germany
The 1st of May in Germany

"La Nacion"
Santiago
(Circulation 53,000)

3 January 1940
13 January 1940
16 January 1940
21 January 1940

Mistrust of British Propaganda
Fire and Great Britain
Britain's Place in History
The Difficulties of British Propaganda

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(page 1 of original, cont'd)

25 January 1940	Is Britain a Freedom-loving Land?
27 January 1940	E. Thomas asks .. .
2 February 1940	Living Space
3 February 1940	The Formation of Opinion
17 February 1940	The Protectors of Humanity
22 February 1940	Britain and the other States
13 April 1940	Speculative Prophecies and Propaganda

(page 2 of original)

Santiago"La Opinion"Santiago

1 January 1940	Facts versus empty words
7 January 1940	The danger of Propaganda
10 January 1940	The Assassination of Honore Polihau
15 January 1940	Living Space
19 January) 1940	The War and our Social Policy
21 January)	
22 January 1940	attention neutrals!
30 January 1940	Signs of Unrest in India
1 February 1940	Economic Dislocation
2 February 1940	The Russian Economic Commission in Berlin
3 February 1940	The Ministry of Information
11 February 1940	The French Yellow Book
17 February 1940	Civilization
22 February 1940	The "Altmark" Affair
15 February 1940	German U-Boats
12 February 1940	A Regiment of the British auxiliary Terri- torial Service
19 February 1940	Reconnaissance over Enemy Territory
10 February 1940	Neutral Merchant Vessels
10 February 1940	A German Observation Post
10 February 1940	anti-aircraft Batteries in the Reich
23 February 1940	"Admiral SUDMAN"
23 February 1940	ALL aircraft
23 February 1940	A Piece of British Piracy
10 March 1940	The Consequences of an Agreement
12 March 1940	Divergent Results

Stamp: Strictly confidential

Information Committee Hamburg-Bremen

List of the articles and information published by the Information Committee in the Chilean Press in the war months January to May 1940.

I. Santiago
II. Provincial Press

(Page 3 of original)

(Santiago "La Opinion")

15 March 1940	Did for the weak?
17 March 1940	Traitors to the Nations
22 March 1940	German Sense of Air Defense
24 March 1940	The Conclusion of Peace between Russia and Finland
24 March 1940	Neutrality is Dangerous
25 March 1940	The Air Attack on Nylt
31 March 1940	German Specimens
3 April 1940	Britain's Attitude towards the neutrals
5 April 1940	Two British Bombers
7 April 1940	The German Air Force
11 April 1940	The Prophecies of Professor ROTH
13 April 1940	Germany's Troops in Action
14 April 1940	Isolated Judgments
15 April 1940	German Soldiers Advance
16 April 1940	Heavy Artillery in the West
17 April 1940	Wounded Soldier
17 April 1940	Dinner Table in Conversation with Secretary of State von RIBBENTROP
20 April 1940	The President's Birthday
21 April 1940	The Hawk is off
25 April 1940	The Defense of the neutrals
30 April 1940	25 Million Faces
2 May 1940	The Norwegian Theater of War
4 May 1940	German Ships in the North Sea
5 May 1940	Aircraft are Bombed in
6 May 1940	Breaks in Norway
7 May 1940	Types of German Aircraft

(Page 4 of original)

(Santiago, "La Opinion")

8 May 1940	The Responsibility rests with CHURCHILL
10 May 1940	A Torpedo is Fired
10 May 1940	The Bombers
10 May 1940	German Soldiers in the West
10 May 1940	A Few Types of German Aircraft
10 May 1940	German Bombers
10 May 1940	Fighter Aircraft
10 May 1940	Motorized Columns of the Army
12 May 1940	The Fate of Holland and Belgium
13 May 1940	News from Germany
21 May 1940	The Machine of a Vickers Wellington
21 May 1940	Four German Aircraft
21 May 1940	German Troops in Norway
2 June 1940	A Letter from Germany
3 June 1940	The Causes of a Conflict

"El Diario Ilustrado"
Santiago

7 January 1940	The Problem of the Dictatorships
9 January 1940	Security Agreement
10 January 1940	The Resignation of General Belisario
13 January 1940	Holland and its Dikes
21 January 1940	A Pamphlet on "Mein Kampf"
21 January 1940	Air Propaganda
25 January 1940	Friendship and Politics

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TRANSLATION OF DOCUMENT M. MI-7338
CONTINUED

(page 4 of original, cont'd)

3 February 1940 Germany in the War

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(Santiago "El Diario Ilustrado")

11 February 1940	The End of the War
12 February 1940	The German Luftwaffe
13 February 1940	A Japanese Vessel
19 February 1940	On the War
21 February 1940	General von FRANKENHAGEN in the West
23 February 1940	The British Destroyer "Daring"
25 February 1940	War of Wounds
27 February 1940	The Rendering of Assistance to Finland
29 February 1940	Sweden's Attitude
4 March 1940	The War and Civilization
15 March 1940	The Conclusion of Peace between Russia and Finland
27 March 1940	Sweden's Attitude
27 March 1940	Grovesendish Dr. H.C. Rasmussen
27 March 1940	Cyclist Troops in the German Army
4 April 1940	Under Threat of War
11 April 1940	The Fuehrer and his Ministers
11 April 1940	The German Cruiser "Blücher"
13 April 1940	The Three Scandinavian Banners
13 April 1940	The German Soldier at the Eastern Front
13 April 1940	Catastrophe is Imminent
30 April 1940	On the Fuehrer's Birthday
1 May 1940	The 1st. May in Germany
1 May 1940	The German Mine-Sweeper returns
1 May 1940	Generalfeldmarschall GÖTTBORG as a Flyer
1 May 1940	The British Cruiser "Repulse" is Bombarded

(page 6 of original)

(Santiago, "El Diario Ilustrado")

4 May 1940	German and Danish Officers
5 May 1940	The Situation in Norway
7 May 1940	Spies and Impostors
7 May 1940	The Situation in Europe
12 May 1940	A New German Aircraft
13 May 1940	German Mountain Troops
21 May 1940	German Aircraft and Tanks
22 May 1940	The German Air Squadron
23 May 1940	The German Anti-Aircraft Gun
23 May 1940	Oslo, the Capital of Norway

* * * *

(Santiago)

7 February 1940	British Women's Organizations
14 February 1940	A German Aircraft discovers a British Ship

TRANSLATION OF DOCUMENT No. NI-7333
CONTINUED

(page 5 of original, cont'd)

"Renovacion"
Santiago

March 1940	The Germany of Adolf HITLER
March 1940	Von RIBBENTROP, Adolf HITLER and GOERING
March 1940	New Yorkers' Settlements in Danzig
March 1940	"Robert LUT", a workers' Leave Ship of the
	"Strength Through Joy" fleet
March 1940	The Day of German Art in Munich

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(Santiago)

"La Hora"
Santiago

3 February 1940	War and Economy
4 March 1940	The Fight against the Scudra
5 June 1940	German U-Boats
5 June 1940	atoms become visible

"El Correo Gallego"
Santiago

20 April 1940	A machine Gunner in the forward Machine Gun Turret of a Heinkel He. 111
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"El Chileño"
Santiago

15 May 1940	The German Presentation of the Situation in Europe
1 June 1940	German Coastal Artillery

"El Internacional"
Santiago

27 January 1940	The Respect of Neutrality
28 May 1940	The German Mine-Sweeper
30 May 1940	The Present State of the War
2 June 1940	Defences against enemy Aircraft
3 June 1940	Measuring Instruments for Use in the North Sea

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(Santiago)

"Suplemento"
Santiago

3 January 1940	Mass Sinking of Neutral Ships
2 January 1940	Britain's Vulnerable Point
3 January 1940	The British Espionage Service
3 January 1940	Admiral Graf SPER
3 January 1940	Coloured Troops in the European War
4 January 1940	The Role of the Labor Service Corps in the Polish Campaign
5 January 1940	Victory or Annihilation?
5 January 1940	German U-Boats
5 January 1940	Another British Failure
5 January 1940	Who is Winston CHURCHILL?

TRANSLATION OF DOCUMENT No. NI-7333
CONTINUED

(page 8 of original, cont'd)

9 January 1940	The Empire of Charles V
9 January 1940	The Russian Fleet
10 January 1940	Confusion in the French Conduct of the War
10 January 1940	Significant Speech by General HERTZOG
10 January 1940	Decline of British Power
10 January 1940	British Puritanism
11 January 1940	False Rumours of an alleged National Socialist Invasion of Patagonia
11 January 1940	A Europe without Britain
11 January 1940	Can Britain export additional quantities of Coal?
11 January 1940	A German Scholar explores unknown South America
11 January 1940	New Methods for Concealing the true Causes of the European Conflict
12 January 1940	Air Power in Modern Warfare
12 January 1940	The much Coveted Coal

(page 9 of original)

(Santiago "Suplemento")

13 January 1940	The Death of King George of Iraq and its Causes
13 January 1940	My not to away with Calicut-Lien?
13 January 1940	The Rear-guard
13 January 1940	The Hunger blockade
13 January 1940	Gunting and Fieding in Germany
13 January 1940	"Strength Through Joy" in Germany
17 January 1940	French Duplicity
17 January 1940	France and Britain on the hunt for Tankers
17 January 1940	British Illusions
13 January 1940	Britain in China
13 January 1940	German Prisoners in Britain
19 January 1940	Peace Celebrates its Liberation
10 January 1940	Britain and India
19 January 1940	Statisticians and Propaganda
10 January 1940	The hour of Judgment approaches
23 January 1940	The Suppression of Justice
23 January 1940	The Struggle for the Spanish-American Market
23 January 1940	The Destruction of Humanity
23 January 1940	Three Years of the Four Year Plan
23 January 1940	War and Conditions of Work in Germany
23 January 1940	The German Universities
23 January 1940	Uruguay and the neutrals
23 January 1940	The German (illegible: original not available) in the War
24 January 1940	In the Shadow of Jacques Rivarolo
23 January 1940	Can Germany sufficient Iron and Steel at its Disposal?

(page 10 of original)

(Santiago, "Suplemento")

23 January 1940	Smile in Paris the Politicians Talk.....
23 January 1940	Germany represents the Economic Rights of the neutrals
23 January 1940	Against the U-Boats
23 January 1940	The Testament of Cardinal RICHARDSON

(page 10 of original, cont'd)

25 January 1940	America and its alibi
25 January 1940	International Steel Production
25 January 1940	Increasing Fertilizer-Production in Germany
25 January 1940	On the Eve of new Intrigues in the Balkans
25 January 1940	The Soviet Services
25 January 1940	Britain and her Merchant Marine
25 January 1940	Ireland as a Neutral State
25 January 1940	The Dragon, Mineral Oil
25 January 1940	The Russian German Economic Program
25 January 1940	GOETTERBUND
25 January 1940	Spain and France
25 January 1940	The Allied Diplomats went aside on their Side in the War
25 January 1940	France without Civilian Doctors
25 January 1940	500,000 German kilometers of Fallow Land
25 January 1940	The Cancellation of the British "Bluff" Service (Sonderdienst)
29 January 1940	Germany's Suez are Open
30 January 1940	The British of British Transports
30 January 1940	The Discovery of a new Serum
30 January 1940	Belgium and the British Blockade
30 January 1940	The Discovery of France
31 January 1940	The air battle over the North Sea, A Conversation with the Commanders of the German Naval Forces

(Santiago)
"Supplément" (4)
2 February 1940
5 February 1940

(page 11 of original)

5 February 1940	German Tropical Chemistry
5 February 1940	Almost all Hitler of British Origin
7 February 1940	Russia and Japan Against the British Blockade
7 February 1940	The Danger of Propaganda
7 February 1940	Dutch Considerations
7 February 1940	World Disposition and Freedom of the Seas
7 February 1940	The Atlantic talks of War
7 February 1940	The Future of Europe
7 February 1940	Time is on Germany's Side
7 February 1940	A Competition between Britain and Germany
7 February 1940	10,000 British Deserters
7 February 1940	Unity for Europe only without Britain
8 February 1940	Sharp Attacks on Scots
8 February 1940	Britain Judged by Rome
8 February 1940	"Convoy Secret"
12 February 1940	Wage Contracts from Abroad for Germany
12 February 1940	Britain's Intentions in Scandinavia
12 February 1940	The Restoration in the Reich of Ethnic Germans from the East
12 February 1940	Armed Convoys in International Law
12 February 1940	King Airfare in International Law
13 February 1940	The output of the German Mining Industry
13 February 1940	Work at Sea as a Factor in German Economy
13 February 1940	Convoys and the neutrals
13 February 1940	Incorporation of the Railroads of the new Eastern Provinces into the Reich Railroad

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TRANSLATION OF DOCUMENT No. 91-7333
CONTINUED

(page 11 of original, cont'd)

13 February 1940 Germany's Economic Connections Abroad
13 February 1940 By Means of Artificial Enrichment of the Soil,
Germany Conquered a Province in Time of Peace

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(Santiago, "Supplement")

13 February 1940 The German U-Boat Tradition
13 February 1940 How Strong is British Economy?
13 February 1940 240 Million Fruit Trees in Germany
13 February 1940 The Establishment of a Company for the Finan-
cing of Foreign Trade
14 February 1940 The German Minister of Economics
15 February 1940 The Defects of Britain's Blockade against
Germany
15 February 1940 Is Economic Prudence Gaining the Upper Hand
in Turkey?
15 February 1940 British Acts of Sabotage?
15 February 1940 Questions of International Finance
15 February 1940 Tropical Medicine and the Blockade
15 February 1940 British Financial Reserves
15 February 1940 Help for the German Worker
15 February 1940 New Routes of Transit Trade
15 February 1940 The Port of Hamburg in the War
19 February 1940 Development in Eastern Europe
19 February 1940 Chivalry at Sea
19 February 1940 Paris Threatens the Neutrals
19 February 1940 War Plans which have Miscalculated
20 February 1940 The War Plans of the Eastern Powers
20 February 1940 Commentary on ROOSEVELT's Speech
20 February 1940 Britain's Economic Suicide
20 February 1940 Economic Disturbances
21 February 1940 Democracy and Dictatorship
22 February 1940 "The Manchester Guardian" Recognizes the Facts
22 February 1940 Secret Clause of the Turkish Agreement
23 February 1940 Denmark will Send Ships to Britain

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(Santiago, "Supplement")

25 February 1940 Paper Shortage in Britain
25 February 1940 British Piracy
25 February 1940 France's Internal Situation Threatens
25 February 1940 Rapid Increase in the Prices of Ships
25 February 1940 Sales Prohibitions
25 February 1940 The Discovery of a new Serum
25 February 1940 Bread without Potato Flour
25 February 1940 Götterhafen, a new Town on the Baltic
25 February 1940 The Struggle in Finland
25 February 1940 Britain's War Aims
25 February 1940 The De-population of Germany - a British
War Aim
25 February 1940 The Leader of Spain against Capitalism
25 February 1940 Scared old Men
25 February 1940 HITLER spoke in Munich

TRANSLATION OF DOCUMENT No. 51-7333
CONTINUED

(page 13 of original, cont'd)

25 February 1940	Searching for a New Front
25 February 1940	Britain cannot Deliver the Goods
25 February 1940	The Shadow of Britain over the North
25 February 1940	The Blood Regime in the Sudan
25 February 1940	Turkey Dubs Britain a Bad Customer
27 February 1940	The Secret Service in the Balkans
27 February 1940	Old British Prejudices live again
27 February 1940	Against British Propaganda in America
27 February 1940	Germany's Scientific Institutions
27 February 1940	From the History of Mines
27 February 1940	The Geneva "Forest"
28 February 1940	Britain attempts to Make Good its Shortage of Shipping Tonnage

(page 14 of original)

(Santiago, "Supplement")

28 February 1940	Save of Finland
28 February 1940	Merchant Ships from Light Metal
28 February 1940	A German Exhibition
28 February 1940	Television in Germany during the War
29 February 1940	Britain and Germany
29 February 1940	Britain's War Aims
29 February 1940	Sport in Berlin
29 February 1940	Britain's Mineral Oil Supply
1 March 1940	German Equilibrium
1 March 1940	Poland and Germany
1 March 1940	New German Grain Sales
1 March 1940	Galician Mineral Oil
1 March 1940	New Coal Deposits
1 March 1940	The Versailles Peace Treaty
2 March 1940	A French Discovery
4 March 1940	The Opening of the Adolf Hitler Canal
4 March 1940	Germany in constant Development
4 March 1940	German Goods judged by international standards
4 March 1940	Foreign Students in Germany
4 March 1940	The Fostering of the Silk Industry in Hungary
4 March 1940	Britain's Achilles Heel
12 March 1940	Who Believes That?
12 March 1940	Britain's "Contribution" to South-American Progress
12 March 1940	Germany's Connections with the Countries of the South East
12 March 1940	Britain Warded War
12 March 1940	Pre-emptive Industrialization of the British Dominions after the Outbreak of War

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(Santiago, "Supplement")

12 March 1940	One more Step towards the Concentration of German Economic Strength
12 March 1940	The "Cash and Carry" Clause
14 March 1940	10,000 British Deserters
14 March 1940	The Jews in Britain

(page 15 of original, cont'd)

14 March 1940	The Cultivation of Castor Oil Plants in Yugoslavia
14 March 1940	The Control of Tobacco Production in Turkey
14 March 1940	London is no longer the International Silver Market
14 March 1940	Economic News
15 March 1940	German Development Work in Poland
15 March 1940	The Jews Influence the French Press
15 March 1940	Cardinal Points of Policy
15 March 1940	The Impressions of a Foreigner in Germany
15 March 1940	German Air Communications
15 March 1940	Four Trucks of Waste Paper per Day
15 March 1940	The British Slave Book and British War Guilt
15 March 1940	Soil-improvement and Agriculture in Germany
15 March 1940	Prusso-Japanese Economic Negotiations
19 March 1940	Food-Shortage in Britain
19 March 1940	What is Plutocracy?
19 March 1940	Exchange of Bonds between Germany and Russia
19 March 1940	Siren Songs
19 March 1940	An Italian accuses the Western Powers
20 March 1940	In Search of a new Type of Potato
20 March 1940	Serious Disorders in Britain and France
20 March 1940	Difficulties Connected with French Imports of Food
20 March 1940	Exploitation of a new Russian Mineral Oil Field in the Ural

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(Continued, "Supplements")

21 March 1940	Great German Art Exhibition again in 1940
21 March 1940	\$1 1/2 Million Pinks for Soldiers
21 March 1940	accusation and Judgment
21 March 1940	Regrets from the Fronts
21 March 1940	A Film on Mary Stuart
21 March 1940	News in Brief from Germany
25 March 1940	Britain's Senate Government
25 March 1940	Britain Misinformed
25 March 1940	Plutocracy and Socialism
25 March 1940	The new Slovakia and Anglo-French War Aims
25 March 1940	Germany's Social Policy
25 March 1940	Britain has Miscalculated
25 March 1940	Germany is adequately prepared even for a long War
25 March 1940	The Economic Struggle in the Balkans
25 March 1940	The Situation in Turkey
25 March 1940	Why did France Declare War?
25 March 1940	Only CHURCHILL still at his old Post
25 March 1940	The Place of the Jews in History
25 March 1940	The Truth about Events in Poland
25 March 1940	A Loophole in the Blockade
27 March 1940	Britain Today is no Longer an Island
27 March 1940	On the Road to a New Order in Europe
27 March 1940	Not War against HITLER but war against Germany
27 March 1940	The British Merchant Navy under Government Control
27 March 1940	India in the Last War
27 March 1940	Britain loses the Brazilian Iron Deposits

((page 17 of original))

(Santiago, "Supplements")

27 March 1940	The German Mentality
27 March 1940	Straw for Textiles
27 March 1940	Negotiations on the Russo-German Economic Agreement
23 March 1940	Idea as Resources of British Propaganda
29 March 1940	Anglo-French Economic Unity
29 March 1940	The Last Hope
1 April 1940	"Out-Versailles-ing" Versailles
1 April 1940	Exploitation of a new Mineral-Oil Field in the Ural
1 April 1940	Acceleration of the Slovakian Standard of Living
1 April 1940	The British Blockade: a Two-edged Sword
1 April 1940	Holidays in a Castle
1 April 1940	Paris in the Production Capacity of German Industry
1 April 1940	Germany's Mineral Oil Supply
1 April 1940	Greece's Shipping Losses
2 April 1940	The Modern Spider's Web
2 April 1940	War and Film
3 April 1940	The Siegfried Line
4 April 1940	Specialty as the Enemy of Monopolies
4 April 1940	The German Language in Romania
4 April 1940	A Life of Illusions
9 April 1940	Against the War of Nerves
9 April 1940	Economic War or "Blitzkrieg"? (Lightning War)
11 April 1940	German Music Abroad
11 April 1940	A Borealing Contrast
12 April 1940	The Present State of the War
13 April 1940	Air Transportation between Uruguay and Argentina

((page 18 of original))

(Santiago, "Supplements")

14 April 1940	What has Soviet Russia to Offer to Germany?
15 April 1940	Catastrophe is Looming
15 April 1940	The Cabotage of Neutrality
15 April 1940	The Future of Russo-German Trade Relations
15 April 1940	The Russo-German Economic Contract
15 April 1940	Murder of a British Member of Parliament
15 April 1940	The Aim of the War
15 April 1940	Spain's Attitude towards the Russo-German Agreement
17 April 1940	Germany's Social Financial Policy
17 April 1940	Italy protests against the British Blockade
17 April 1940	The Reform of German Schools
17 April 1940	The true Situation in England
15 April 1940)	
17 April 1940)	A Modern Spider's Web
15 April 1940	A Trip to the Galapagos Islands
15 April 1940	Good from German Coal
15 April 1940	How Strong is Britain?
17 April 1940	Germany is Superior to the Allies
22 April 1940	Germany takes the Initiative

TRANSLATION OF DOCUMENT No. SI-7333
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(page 18 of original, cont'd)

22 April 1940	Britain's Reproaches against Norway
22 April 1940	German Action in Denmark and Norway
22 April 1940	The War in Films
22 April 1940	"Spiritual Dictatorship" in Germany?
23 April 1940	A Letter from Germany
23 April 1940	The Origin of British Wealth
23 April 1940	British "Society"
24 April 1940	The Anglo-French Economic Alliance
25 April 1940	Great Britain, the Aggressor

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(Santiago, "Supplemento")

25 April 1940	"New Policy" at Eton
26 April 1940	Jews in Britain
26 April 1940	The War Council of the Allies
26 April 1940	The Britain of Today
26 April 1940	What will become of France?
27 April 1940	Britain collects for the "Poilu"
28 April 1940	Reconstruction in Austria
28 April 1940	Germany cares for its workers
29 April 1940	Britain in Hong Kong
29 April 1940	The "Athenian Martyr" accuses Britain
29 April 1940	Among Confederates
3 May 1940	Chamberlain, Britain's Grave-Digger
3 May 1940	Foreign workers in Germany
3 May 1940	The Kant 24th Proclamation
7 May 1940	Five Years of Television
7 May 1940	Lessons learnt from the attack on Scapa Flow
9 May 1940	Successes in Norway
9 May 1940	The Importance of Economic Factors in the War
10 May 1940	The Siegfried Line
10 May 1940	The War Judged by Rainville
10 May 1940	The Organization of the British Clearing System
11 May 1940	An End to Lies
12 May 1940	Crusade against the alleged Nazi Invasion
12 May 1940	Cotton Cultivation in the former German Colonies
12 May 1940	From the North Sea to the Mediterranean
14 May 1940	The Sufferings of the German Minority in Poland
14 May 1940	Gibraltar, a Thorn in the Side of Spain

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(Santiago, "Supplemento")

15 May 1940	The Words of Lloyd George
15 May 1940	German Successes
15 May 1940	The World and the European Conflict
15 May 1940	Britain infringes on the Sovereign Rights of the American States
15 May 1940	The Propaganda of the Allies
15 May 1940	Abundant Harvests from poor Soil
15 May 1940	The German Home Front
18 May 1940	The Triumph of Right
20 May 1940	Swedish Ores
20 May 1940	The Neutral States

TRANSLATION OF DOCUMENT No. NI-7333
CONTINUED

(page 20 of original)

"Trabajo"
Santiago

27 February 1940	Industrial Plants in Koenigsbuetto
27 February 1940	Mineral Oil Springs in Gorislav
29 February 1940	The Gatarella Case
13 March 1940	Propaganda and Right
17 April 1940	Photostatic Copy of a Confidential Report of the Polish Ambassador in Paris to his Foreign Minister
19 April 1940	German Music Abroad
5 May 1940	The War in Europe
10 May 1940	A Letter from Germany
10 May 1940	German Camps before Harvik

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(Santiago)

"El Siglo - 2da"
Santiago

18 January 1940	German Soldiers
1 February 1940	The Maginot Line
1 February 1940	German Aircraft in action
3 February 1940	The Adolf Hitler Canal
8 February 1940	View from a German aircraft
29 February 1940	Patrol in the West
30 February 1940	Patrol in the Snow
21 March 1940	Soldiers' Newspapers in Germany's Western Front
21 March 1940	German Marines learn the Technique of Mine Recognition
21 March 1940	A Torpedo is Fired
21 March 1940	A Torpedo Factory
8 May 1940	Von RIBBENTROP reads the Statement of the Reich Government on the Entry into Holland and Belgium
8 May 1940	German and Danish Officers
8 May 1940	Danish Marines and German Soldiers after the Entry into Denmark

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II. ZEPHYRUS
(Town listed alphabetically)

"La Cruz del Sur"
Santiago

31 January 1940	Holland's Place in History
3 March 1940	The Causes of War
15 March 1940	Irreparable Loss

"La Cailla"
Santiago

27 February 1940	Threatened Neutrality
22 April 1940	Britain the "Protector" of the small States

"El Popular"
Antofagasta

4 April 1940	An Attack which Failed
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TRANSLATION OF DOCUMENT No. NI-7333
CONTINUED

(page 22 of original, cont'd)

"La Ley"
Chileno

13 January 1940	Economic Dictatorship
19 January 1940	Internal Dissension
27 January 1940	Holland's Place in History
30 January 1940	The Dangers of Propaganda
3 March 1940	Irreparable Loss
13 March 1940	Who Stands to Profit by the War?
9 April 1940	Sweden's Attitude

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(Provingresse)

"El Grafico"
Coliguli

13 January 1940	Economic Dictatorship
23 January 1940	Holland's Place in History
3 February 1940	The Dangers of Propaganda
7 February 1940	War of Publicity
18 February 1940	The Cause of War
24 February 1940	Squandering of Wages
2 March 1940	Threatened Neutrality
3 March 1940	Irreparable Loss
13 March 1940	Who Stands to Profit by the War?
30 March 1940	Peace Overtures
5 April 1940	An Attack which Failed
20 April 1940	Obscure Events
27 April 1940	Britain as "Protector" of the Small States
1 May 1940	The Fifth Column
3 May 1940	The Fifth Column and the Juerges Case
15 May 1940	Invasion
23 May 1940	In anticipation of Things to Come

"El Atacama"
Coniade

3 January 1940	Security Jeopardized
20 January 1940	Holland's Place in History
12 March 1940	Irreparable Loss
23 March 1940	Who Stands to Profit by the War?
1 April 1940	Peace Overtures
11 April 1940	Sweden's Attitude

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(Provingresse)

"La Prensa"
Curica

23 January 1940	Internal Dissension
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TRANSLATION OF DOCUMENT No. NI-7333
CONTINUED

(page 34 of original, cont'd)

"La Opinión de Norte"
Iliapel

3 February 1940	The Dangers of Propaganda
20 April 1940	Obscure Events
27 April 1940	Britain the "Protector" of the small states

"La Opinión"
Iquique

17 January 1940	Living Space
22 January 1940)	The War and Social Policy
27 January 1940)	
20 January 1940	The Resignation of Moaró Bolisán
31 January 1940	Attention Neutrals!
5 February 1940	News Factories
12 February 1940	Official Books
19 February 1940	In the Name of Civilization
25 February 1940	The "Altmark" Affair
29 February 1940	Events in the Jostedal-Fjord
4 March 1940	The Consequences of a much-discussed agreement
3 April 1940	Sinister Symptoms
4 April 1940	England and the Neutrals
5 April 1940	Two British Blunders
12 April 1940	News from Germany
13 April 1940	The Prophecies of Mr. NOTH

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(Provincial Press)
(La Opinión, Iquique)

19 April 1940	Related Judgement
19 April 1940	Defense of Neutrality
5 May 1940	On the Norwegian Theater of War
5 May 1940	The Mask is off
10 May 1940	Traitors to their Countries
12 May 1940	America's Neutrality
12 May 1940	Germs of Hatred
12 May 1940	The Responsibility rests with CHURCHILL
12 May 1940	Invasion?
12 May 1940	Events in the West
12 May 1940	Decisive Hours
12 May 1940	The Week in Review

"La Prensa"
La Ligua

21 April 1940	Obscure Events
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"La Razón"
La Unión

2 January 1940	Security Jeopardized
9 January 1940	Economic Dictatorship
5 March 1940	Irreparable Loss

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TRANSLATION OF DOCUMENT N. NI-7333
CONTINUED

(page 35 of original, cont'd)

18 April 1940	Obscure Events
3 May 1940	The Fifth Column
12 May 1940	Invasion?
18 May 1940	Events in the West
22 May 1940	In Anticipation of Things to Come

(page 27 of original)

(Provincial Press)

"El Arcausano" (7)
Lebu

17 February 1940	The Causes of the War
24 February 1940	Squandering of Ages
10 March 1940	Peace Overtures
13 March 1940	Who stands to profit by the War?

"La Aurora"
Los Andes

17 February 1940	The Causes of the War
24 February 1940	Squandering of Ages
27 February 1940	War of Publicity

"El Libertador"
Valparaíso

10 January 1940	Economic Dictatorship
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"La Frunta"
Osorno

21 January 1940	Internal Discussion
2 February 1940	War of Publicity
15 February 1940	The Causes of the War
20 February 1940	Squandering of Ages
28 February 1940	Threatened Neutrality
1 March 1940	Aid to Finland
12 March 1940	Who stands to profit by the War?
14 March 1940	Treacher in Danger
23 March 1940	The Conclusion of Peace between Russia and Finland

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(Provincial Press)

La Frunta, Osorno

27 March 1940	Peace Overtures
3 April 1940	An Attack which Failed
20 April 1940	Obscure Events

TRANSLATION OF DOCUMENT No. HI-7335
CONTINUED

(page 27 of original, cont'd)

"El El-a-unique"
Puerto Montt

(1 line illegible)
11 February 1940 Dangers of Propaganda
25 February 1940 Squandering of Wages

"La Verdad"
Santiago

15 February 1940 Dangers of Propaganda

"El Comercio"
Santiago

(1 line illegible)
26 February 1940 Deceivers Unmasked
9 March 1940 Irreparable Loss
15 March 1940 Who stands to profit by the War?
20 April 1940 Obscure Events
4 May 1940 The Fifth Column
15 May 1940 Invasion!

"El Heraldico"
Rio Bueno

10 February 1940 War of Publicity
25 February 1940 The Cause of the War

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(Provincial Press)
"El Heraldo", Rio Bueno

25 April 1940 Britain the "Protector" of the Small States
4 May 1940 The Fifth Column
14 May 1940 Invasion!

"El Frabujon"
San Felipe

7 January 1940 Economic Dictatorship
20 January 1940 The Place of Holland in History
25 January 1940 Dangers of Propaganda
3 February 1940 The Cause of the War
15 February 1940 Sweden's Attitude
11 April 1940 Obscure Events
7 April 1940 The Fifth Column
1 May 1940 The Fifth Column and the Juerges Case
10 May 1940 Invasion!
18 May 1940 In anticipation of Things to Come
24 May 1940

"La Frontera"
San Fernando

24 February 1940 Squandering of Wages

"La Palabra"

15 May 1940 Invasion!

TRANSLATION OF DOCUMENT No. MI-7833
CONTINUED

(page 29 of original)

(Provincial Press)

"La Voz de la Raza"
Toluca

4 January 1940	Victory or Annihilation?
4 January 1940	Security Jeopardized
10 January 1940	Economic Dictatorship
17 January 1940	Internal Dissension
23 January 1940	Holland's Place in History
30 January 1940	Dangers of Propaganda
1 February 1940	War of Publicity
(1 line illegible)	
20 February 1940	Sundering of Ages
27 February 1940	Neutrality Jeopardized
8 March 1940	Irreparable Loss
21 March 1940	The Conclusion of Peace between Russia and Finland
(1 line illegible)	
2 April 1940	an attack which failed
9 April 1940	Sweden's Attitude
17 April 1940	Obscure Events
24 April 1940	Britain the 'Protector' of the Small States
30 April 1940	The Fifth Column
7 May 1940	The Fifth Column and the Juerges Case
14 May 1940	Invasion?
22 May 1940	In anticipation of Things to Come

"El Diario Austral"
Tehuacan

7 January 1940	Security Jeopardized
10 January 1940	Internal Dissension

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(Provincial Press/
"El Diario Austral", Tehuacan)

25 January 1940	Holland's Place in History
30 January 1940	Dangers of Propaganda
5 February 1940	War of Publicity
27 February 1940	Neutrality Jeopardized
8 March 1940	Irreparable Losses
18 March 1940	The Conclusion of Peace between Russia and Finland
5 May 1940	The Fifth Column and the Juerges Case

"La Opinion"
Tehuacan

15 January 1940	The Resignation of Horacio Belandier
18 January 1940	Living Space
23 January 1940	The War and Social Policy
26 January 1940	
1 February 1940	Attention Neutrals!
3 February 1940	Economic Dislocation
7 February 1940	New Factories
17 February 1940	Official Books

TRANSLATION OF DOCUMENT No. HI-7353
CONTINUED

(page 30 of original, cont'd)

19 February 1940	In the Name of Civilization
26 February 1940	The "Altmark" Affair
29 February 1940	Events in the Joesing Fjord
14 March 1940	Divergent Results
15 March 1940	Aid for the Weak
23 March 1940	The Conclusion of Peace between Russia and Finland
27 March 1940	Neutrality is Dangerous
3 April 1940	Grave Symptoms
4 April 1940	Britain and the Neutrals
9 April 1940	Two Blunders in British Policy
12 April 1940	The Week in Review

(page 31 of original)

(Provincial Press/
"La Opinion", Tacapilla)

13 April 1940	The Prophecies of Mr. KOTR	
27 April 1940	The Defense of Neutrality	Agreement
5 May 1940	The Consequences of a much-discussed /	
7 May 1940	The Norwegian Theater of War	
13 May 1940	The Responsibility lies with CHURCHILL	
18 May 1940	Traitors to their Countries	
(A few lines unintelligible)		

13 January 1940	Economic Dictatorship
23 January 1940	Holland's Place in History
(Two lines illegible)	
3 March 1940	Irreparable Loss
27 March 1940	Peace Overtures
5 April 1940	The Conclusion of Peace between Russia and Finland
17 April 1940	Obscure Events
(Unintelligible passage)	

"El Correo"
Valdivia...

1 January 1940	Victory or Annihilation?
5 January 1940	Security Jeopardized
1 February 1940	Dangers of Propaganda
15 February 1940	The Causes of the War
1 March 1940	In the face of new Paths of Action
3 March 1940	Neutrality Jeopardized
4 March 1940	Aid to Finland

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12 March 1940	Who stands to profit by the War?
13 March 1940	Trade Imperilled
12 May 1940	The Fifth Column and the Juerges Case

TRANSLATION OF DOCUMENT No. MI-7533
CONTINUED

(page 33 of original, cont'd)

"El Tribuna"
Valparaiso

(Date illegible) 1940	Economic Dictatorship
(Date illegible) 1940	Internal Disension
1 February 1940	Security Jeopardized
6 February 1940	Victory or Annihilation?
22 February 1940	The Causes of the War
14 March 1940	Irreparable Loss
(1 line illegible)	
24 March 1940	Conclusion of Peace between Russia and Finland
25 March 1940	Who stands to profit by the War?
26 March 1940	Deceivers Unmasked
9 April 1940	Vain Attack
18 April 1940	Sweden's Attitude
23 April 1940	Do the allies intend to fight against Russia and Italy as well?
2 May 1940	Britain the 'Protector' of the small States?
17 May 1940	The Fifth Column and the Juerges Case
23 May 1940	Peace Overtures

"La Union"
Valparaiso

17 January 1940 French Embassy in Germany

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(Provincial Press/
"La Union", Valparaiso)

31 January 1940	The State of the British Navy
34 January 1940	Statistics and Propaganda
25 January 1940	Increase of German Industrial Output
27 January 1940	Russia's Fuel Reserves
27 January 1940	Success of the Vienna Fair
28 January 1940	German Soldiers Searching for Mines
28 January 1940	British Merchantman photographed from a German Aircraft
28 January 1940	German Soldiers observe the Enemy
28 January 1940	German Machine Gun
3 February 1940	Economic War or Blitzkrieg? (Lightning War)
5 February 1940	The Production Capacity of German Industry
7 February 1940	In a German U-Boat
8 February 1940	Convoy
12 February 1940	The Economic War
20 February 1940	Polish Terrorism against Ethnic Germans in Poland
24 February 1940	Report on an Air Attack on a Ship
24 February 1940	German Generals: HALDER, v. BRAUNSCHEIG, KILTZ
25 February 1940	Admiral DOENITZ, Commander in Chief, U-Boats
25 February 1940	The Regency of the Neutrals
25 February 1940	The Polish Reign of Terror
25 February 1940	The Mine, a dangerous weapon

TRANSLATION OF DOCUMENT No. III-7333
CONTINUED

(page 33 of original, cont'd)

3 March 1940 Postal Censorship in Maritime Law
17 March 1940 Germany is adequately prepared even for a long war
19 March 1940 Barbed Wire Entanglement on the Eastern Front
19 March 1940 Interior of a U-Boat
31 March 1940 Trade Restrictions in the Present War

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(Provincial Press/
"La Union", Valparaiso)

22 March 1940 The Polish White Book
23 March 1940 Soldiers' Newspapers at Germany's Eastern Front
24 March 1940 Return of a U-Boat
24 March 1940 The Eastern Front
12 April 1940 The German White Book
12 April 1940 Foreign Journalists in Berlin inspect the Originals of the Documents published in the White Book
21 April 1940 Four heavy German Railway Guns
5 May 1940 Secret British Document on Plans in Norway
5 May 1940 Commanders in Chief of German Navy study Maps
16 May 1940 German Parachutist Lands
19 May 1940 German Soldiers on a Troop Transport
19 May 1940 Heavy Artillery
17 May 1940 Heavy German Railway Gun
18 May 1940 A British Aircraft
22 May 1940 German Soldiers march into Oslo to the strains of a band
23 May 1940 Disembarkation of Troops in Norway
23 May 1940 The Norwegian national Shrine at Rindovold undamaged
24 May 1940 German Troops in Copenhagen
31 May 1940 German Dive Bombers
31 May 1940 German Troops in Belgium

"La Opinion"
Valparaiso

7 January 1940 The War and Chile's Export
8 January 1940 Facts versus empty words

(page 35 of original)

(Provincial Press/
"La Opinion", Valparaiso)

11 January 1940 The Dangers of Propaganda
12 January 1940 The Assassination of Hare Holism
13 January 1940 Living Space
21 January 1940 The War and Social Policy
22 January 1940 Russian Grain for Germany
23 January 1940 German Soapless
25 January 1940 From the Western Theater of War

TRANSLATION OF DOCUMENT No. NI-7333
CONTINUED

(page 35 of original, cont'd)

27 January 1940	The Maginot and Siegfried Lines
27 January 1940	Exercises with Light Gun
27 January 1940	In Winter Quarters
27 January 1940	Firing Practice of German Artillery
27 January 1940	The Unloading of Ships in a German Port
28 January 1940	Attention Neutrals!
29 January 1940	a German Pack
4 February 1940	A News Factory
7 February 1940	Official Books
10 February 1940	On Civilisation
23 February 1940	The Assassination of Prof. Czeslaw BIALORZKO
25 February 1940	The "altmark" affair
25 February 1940	A Piece of British Piracy
27 February 1940	Troops on Parade
27 February 1940	Reconnaissance Aircraft
27 February 1940	A Neutral Merchantman
27 February 1940	German Observation Post
27 February 1940	Anti-aircraft Batteries in the Reich
3 March 1940	Consequences of a much-discussed agreement
3 March 1940	Divergent Results

(page 36 of original)

13 March 1940	Aid to the weak?
17 March 1940	Traitors to the Nations
23 March 1940	The Conclusion of Peace between Russia and Finland
24 March 1940	Neutrality - a Risk
4 March 1940	The Air Attack on Sylt
31 March 1940	Suspicious Symptoms
3 April 1940	British and the Neutrals
5 April 1940	Two Britain Blunders
11 April 1940	The Prophecies of Mr. ROTH
15 April 1940	Related Judgments
21 April 1940	The Weak is off
23 April 1940	Defense of neutrality
1 May 1940	25 Million Poles
3 May 1940	From the Norwegian Theater of War
7 May 1940	Germans of hatred
11 May 1940	The responsibility rests with CAVALIER
13 May 1940	Invasion?
17 May 1940	The Weak in Germany
20 May 1940	America's Neutrality
25 May 1940	Decisive Hours
31 May 1940	News from Germany.

CERTIFICATE OF TRANSLATION

2 September 1947

I, Beryl BENWICK, AGO No. D-327 459, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document No. NI-7333.

Beryl BENWICK
AGO No. D-327 459.

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TRANSLATION OF DOCUMENT No. WI-7335
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Beleuchtungsausschuss (Aufklärungsausschuss) Hamburg: 11, 3 August 1940
Committee Goerzengasse III floor
Hamburg-Bremen Long Distance No.
(Representative agency of various Sammelnummer 36 08 31
 reich Ministries)
Main Business Office, Hamburg
Bank Account: Deutsche Bank,
Hamburg Branch
Postal Checking Account,
Hamburg No. 449 25

Subject: ---

After having presented in the last few weeks a summary of publications of the Aufklärungsausschuss in the Balkan press, we now enclose a list of the reprints published from our material in the Bolivian press during the period from 1 January to 30 April 1940. As you can see from this summary, which merely lists copies actually present in our files, we were able to supply the Bolivian press with a great deal of material from Germany even during the war months. We would like to call special attention to the numerous reprints in the leading paper of the country, "El Diario", La Paz. The publications which regularly appeared in Oruro are also quite noteworthy.

Publication results are similar for a number of other South American countries. In the near future we shall submit a list of our reprints in Chile.

Heil Hitler!

Aufklärungsausschuss, Hamburg-Bremen

Signature: Illegible

Principal Business Manager.

Herrn Vormalstrass:
Herrn Albel-
I.G. Farbenindustrie A.G.
Frankfurt a.M.

Enlightenment (Aufklaerungs) Committee,

hamburg-Bremen

Summary of Publications from

Our Material in the Press of

BOLIVIA

From 1 January to 20 April 1940

a) Press of the Capital

b) Provincial Press

1) LA PAZ:

EL DIARIO

Circulation 10,000
Most important paper of the country.

9 February 1940	The "Bremen" breaks through blockade and arrives unscathed at her port of destination.
9 " "	"Graf Spee" scuttled by own crew after heroic battle.
10 " "	Britain greatly disturbed by the Wehrmacht's tremendous supplies.
11 " "	Germany on guard in Poland.
12 " "	The answer to Sumner WELLES.
13 " "	Documentary proof found in Czechoslovakia of England's war guilt.
14 " "	Suggestions of Sumner WELLES rejected.
15 " "	Germany, country of artists and scholars, her pre-eminence in the fields of culture and civilisation.
15 " "	Ireland defends herself against Britain's rule of force.
17 " "	German reconstruction in Poland in town and country.
18 " "	The war and Germany's exports, by Goergermeister (ret.) Dr. FRIEDRICH.
18 " "	Admiral of the fleet Dr. h.c. RAUER.
20 " "	Germany's successes at sea.
22 " "	Germany at war, by Alessandro Melchiorri, General of the Fascist Militia.
23 " "	The end of the Polish state created by the treaty of Versailles.

(Page 2 of original)

24 February 1940	"	"	"Black Diamonds" on the island of Jamaica.
23	"	"	British dominions have little desire to sacrifice themselves for the Mother Country.
27	"	"	Will India awake?
28	"	"	The German economy after the outbreak of the war, by Hans B.B. HUSE, vice-president of the Hamburg Chamber of Industry and Trade.
3 March	"	"	CORLEIGH's Manchester speech.
5	"	"	Germany's development a danger to Anglo-French hegemony in Europe.
5	"	"	Norwegian press condemns English violation of neutrality in the "Altmark case".
10	"	"	Britain "helping" Finland.
10	"	"	Britain and France provoke acts of sabotage against Germany in the Balkans.
10	"	"	The German minority in Poland, a victim of terrible cruelties.
6	"	"	Still no sign of the much-vaunted Allied strength.
8	"	"	Burial of an Englishman who had fought on the German side.
9	"	"	German soldiers on ski patrol.
9	"	"	Portugal's sacrifices in the last war.
10	"	"	French disappointment at trade developments with Britain.
13	"	"	"No 109", the most successful German Messerschmitt machine.
13	"	"	German "No 109" in operation against the enemy.
13	"	"	Why is France fighting?
13	"	"	The Balkans as the new zone of danger.
14	"	"	The atrocity propaganda of the Allies.
15	"	"	German U-boat warfare.

(Page 3 of original)

13	March 1940	Armed British merchant ships.
15	" "	Britain undermines with opium the oldest civilisation in the world.
17	" "	The Allies and the Russo-Finnish peace.
17	" "	River crossing in pneumatic craft.
19	" "	British aviators in German captivity.
19	" "	German superiority.
20	" "	Growing deterioration of the general situation in Britain.
20	" "	Britain's aid to Poland.
21	" "	Britain as buyer in the world markets.
21	" "	German officers on a Rhine bridge.
25	" "	Reconnaissance activity on the Western wall.
25	" "	Will India awake?
25	" "	International winter-sports in Garmisch-Partenkirchen.
27	" "	Blockade and counter-blockade.
27	" "	General v. BLAUCHITZSCH on the front.
28	" "	The Fuehrer welcomes a successful U-boat crew.
28	" "	Britain's blockade against Germany not air-tight.
29	" "	Britain and the fall of the Pound.
29	" "	German Messerschmitt airplanes.
30	" "	Remnants of a French airplane shot down behind the German lines.
30	" "	Insults of the British government.
30	" "	New French Government unpopular.
31	" "	Can Britain keep her currency stable?

(Page 4 of original)

31 March 1940	Berlin protects itself against enemy planes.
4 April "	Food and Dollar in Wartime.
4 " "	Tank captured by Germans in the West.
5 " "	The Anglo-Italian conflict.
5 " "	The Fuehrer at the Western Wall.
6 " "	France conceals her naval losses.
7 " "	The weakness of Allied diplomacy.
7 " "	Britain's war aims.
7 " "	In an army postal collecting office.
8 " "	The German campaign in Norway.
8 " "	A second "Eisen".
9 " "	German fleet strong.
9 " "	Filling of a barrage balloon.
10 " "	Winston CHURCHILL as Prime Minister
10 " "	The Danish island of Born as target for British bombing.
10 " "	The Polish documents.
11 " "	Italy and Japan against England.
11 " "	The shelter dog (Zuckorhund).
12 " "	British inferiority.
14 " "	Baron WELLES in Europe.
14 " "	German officers in an observation post.
18 " "	Germany's reasons for the occupation of Denmark and Norway.
18 " "	German coastal artillery.

(Page 5 of original)

VERONICA

An important paper of the Belgian capital.

- 10 February 1940 British defeats.
- 12 " " There is no equality in Britain.
- 13 " " Britain's claims to Roumanian oil.
- 13 " " Poor prospects for Britain's future.
- 13 " " Against British propagandists in the U.S.
- 15 " " Britain's fears concerning South Africa.
- 15 " " British Empire dissolving.
- 16 " " Britain cannot make up for lost time.
- 16 " " Comparison of 1914 with 1940. Germany's situation more favorable by far.
- 17 " " Britain's shipping losses increasing.
- 17 " " The real situation in Poland.
- 17 " " The wars of the past 20 years.
- 17 " " For the "freedom and independence" of small nations.
- 21 " " How does Britain solve international problems?
- 21 " " Clothes from Italian synthetics.
- 31 " " Russian preparedness in Trans-Caucasia as answer to Anglo-French troop concentrations in the Near East.
- 22 " " What is propaganda?
- 23 " " The position of enemy aliens in Germany.
- 24 " " Allied propaganda and the plans to spread the war to the Balkans.

(Page 6 of original)

- 24 " " India continues her policy of resistance to Britain.
- 27 " " Turkey - a victim of the Western powers.
- 27 " " Britain violates laws of humanity.

(Page 6 of original, cont'd)

28 February 1940	Difficulties of Britain's supply lines.
28 " "	Allied propaganda disproven by facts.
28 " "	The "guarantees" of the Allies.
29 " "	Britain, the guiding spirit of Polish terror.
29 " "	On the eve of a New Order for Europe.
3 March	Bloody orgies against racial Germans (Volksdeutsche) in Poland.
3 " "	The Luftwaffe and naval warfare.
3 " "	Strikes in France.
3 " "	India fights for her freedom.
3 " "	German airplanes destroy English tonnage.
4 " "	Britain and Poland.
5 " "	International Jewry is responsible for the war.
5 " "	Britain forgot to hurry to Finland's aid.
5 " "	The terror in Poland.
5 " "	Difficulties of Britain's food supplies.
5 " "	Britain disregards the rights of small nations.
5 " "	German-Yugoslav economic relations.
6 " "	War plans of the Eastern Powers.
6 " "	Poland abused the privileges given to her by the "Treaty" of Versailles.

(Page 7 of original)

5 " "	Internal difficulties of France.
10 " "	"Hale", which never reached Finland.
10 " "	Attempts at compromising Belgian neutrality.
7 " "	Britain and neutrality.
8 " "	Misery in India.
8 " "	Internal political worries of Britain and France.
8 " "	Compilation of British and French tank losses.

(Page 7 of original, cont'd)

12 March 1940	Living spaces.
12 " "	Palestine Jews protest against Britain.
12 " "	Utilization of women in war: peasant women learn to drive tractors.
13 " "	French disappointment at trade developments with Britain.
13 " "	Allies confronted with hopeless situation.
14 " "	The British government wanted and provoked the war.
14 " "	Britain disregards the rights of neutrals.
14 " "	Italy does not depend on British coal.
14 " "	Germany supplies coal to Italy.
15 " "	aims of the Allies: Division of Europe.
18 " "	British piracy.
18 " "	Illegible
25 " "	Effects of the severe winter: a ship with a thick crust of ice enters a German harbor.
26 " "	France's finances in war.

(Page 8 of original)

27 March 1940	Britain: Saviour of Civilization.
29 " "	The Allies, Germany and Russian oil.
30 " "	A torpedo is fired.
30 " "	The age of "miracles" has passed.
30 " "	British propaganda.
1 April	and German women in the war effort.
2 " "	The Lloyd's Hall is silent.
4 " "	Remnants of a shot-down French airplane.
4 " "	Burial of "ALBATROSS" victims.
5 " "	German troops crossing a small river on the French border.
9 " "	German fighter planes over the North Sea.

(Page 8 of original, cont'd)

- 16 April 1940 Guatemala demands return of plundered territory.
17 " " Britain collects scrap.

LA NACION

La Paz

- 10 February 1940 The Dutch member of parliament, LORENZ, on
the true war aims of the Western Powers.
16 " " Police under German leadership.
16 " " German U-boat tradition.
17 " " The war economy at the end of the year,
by General Dr. W. G. L., Berlin.
18 " " Valor and discipline in the German Navy
and merchant marine.
20 " " Norway accuses.
30 " " Serious difficulties in English food supplies.

(Page 9 of original)

- 22 " " Norway's foreign minister, LORE, comments on
Alsterk case.
23 " " Can Britain keep her currency stable?
24 " " The Alsterk affair.
24 " " Germany's fight against the British plutocrats.
25 " " German WILLES in Europe.
26 " " The German people fights for its future.
27 " " The Allies and Belgium.
27 " " German universities again have full courses.
28 " " Balkan countries under threat of war.
1 March " French foreign trade affected by the war.
3 " " German WILLES' European journey.
5 " " British defeats.
6 " " The sinking of the British destroyer "Cicely"
which hit a mine in the North Sea.
6 " " Replacement of officers in war,
by Colonel Ritter von Rylander.

EXPLANATION OF DOCUMENT No. 7-7335
(CONTINUED)

(Page 9 of original, cont'd)

9 March	1940	Generaloberst v. BRAUCHITSCH with his staff at a troop inspection on the Upper Rhine.
9 "	"	The sunken British destroyer "Lynmouth".
9 "	"	Summer WILDS in Europe.
9 "	"	The Allies and their war aims.
10 "	"	Czech soldiers on guard before the Prague castle.
10 "	"	British tanker torpedoed by German U-boat.
10 "	"	The remnants of the Polish fleet.

(Page 10 of original)

10 "	"	In the engine room of a German U-boat.
12 "	"	The 1st officer of a German U-boat checks a neutral merchant marine steamer.
12 "	"	Remnants of the Polish torpedo boat "General Reiller" raised near Helsinki.
12 "	"	Generaloberst BRAUCHITSCH in the West.
12 "	"	German engineers build an emergency bridge across a swampy area.
12 "	"	German engineers at reconstruction work in former Poland.
12 "	"	German and Russian soldiers meet on the new border.
12 "	"	The Anglo-French Pact with Turkey and its practical value.
13 "	"	Difficulties of navigation between Britain and France.
13 "	"	A dog, loyal follower of a company.
13 "	"	For the defense of the Reich capital: a group of airplanes ready to start at a moment's notice.
13 "	"	A bullet-riddled French tank.
14 "	"	New air fields near the West Wall.
14 "	"	German officers record the last honors to enemy dead.

(Page 10 of original, cont'd)

14	March	1940	A re-settlement office in Posen.
14	"	"	"The Economist" on the English supply situation.
14	"	"	The German chemical industry.
15	"	"	Failure of the Western Powers' efforts to endanger Italy's supplies.
15	"	"	The Fuehrer's birthday wish.
15	"	"	An armed British merchant ship.

(Page 11 of original)

15	"	"	German aviators about to start on a raid.
15	"	"	German soldiers clearing a mine field.
16	"	"	British theft of mail on the American steamer "Exeter".
15	"	"	German infantry advancing.
15	"	"	British aviators in German captivity.
16	"	"	Germany's heaviest artillery ready for firing.
16	"	"	Position of machine guns at a German air field.
16	"	"	Anti-aircraft guns in the environs of Berlin.
17	"	"	The German fighter plane "Me 110".
17	"	"	German grenade thrower in action.
17	"	"	On advanced post on the Western front.
17	"	"	A supply train moves into the most advanced parts of the German front line.
17	"	"	Remnants of a French airplane shot down during an aerial battle.
17	"	"	Germany and Roumania.
19	"	"	German guard at the West Wall.
19	"	"	DOUGLAS's delegate, Sumner Welles, in discussion with v. ALBERTS.
19	"	"	The front in winter.
20	"	"	Debris of a shot-down French airplane.
20	"	"	German officers leading a reconnaissance patrol.

(Page 11 of original, cont'd)

20 March 1940 German patrol advances.
20 " " Infantry crosses a border town between the West Wall and the Maginot line.

(Page 12 of original)

20 March 1940 Reconnaissance squad on patrol.
20 " " A machine gun is put into position.
20 " " German soldiers in a shelled border town.
20 " " A German naval plane ready to start on a flight to England.
20 " " Unemployment in rich England.
20 " " British blockade not air-tight.
21 " " Russian oil for Germany.
21 " " Jeering Berlin residents model G. I. JOHNSON and CHUCKY in snow.
21 " " Dinner JAMES in 1940.
21 " " Burial of an British aviator in Germany.
27 " " rationing, even in wealthy Britain.
27 " " German infantry waiting for firing orders.
27 " " French aviators shot down over German territory buried with military honors.
28 " " British destroyer "Viscount" hits mine.
29 " " India wants her independence.
29 " " Demonstrations in India.
29 " " Mahatma GANDHI.
29 " " A line of the outpost boats guard the German coast.
30 " " German aviators.
30 " " Alarm on the Western Front.
30 " " Ship-wrecked Englishmen.
30 " " Misery of children in India.
30 " " Mobile theater at the front.
30 " " Brave non-commissioned officer decorated with Iron Cross.

(Page 13 of original)

- 31 March 1940 Cannon on board an English merchant steamer.
- 31 " " Berlin in the blackout.
- 31 " " The old German city of Posen.
- 3 " " War wedding in the floating church of Berlin.
- 3 " " The Khyber pass, a centre of trouble on the Indian border.
- 3 " " 25 years of airplane building at Dornier.
- 3 " " MOLOTOV against imperialistic policies of Great Britain.
- 3 " " Water hood of a German fighter plane.
- 5 " " Egypt protests against Britain.
- 5 " " Airplanes versus ships.
- 7 " " The crew of a successful U-boat receives the Iron Cross.
- 7 " " "Argonauts" torpedoed by U-boat.
- 7 " " Map of old Poland.
- 7 " " British bombing of the Danish island of Loeen.
- 11 " " Field Marshal General GOEBBES.
- 11 " " The Fuehrer.
- 11 " " The Fuehrer talks.
- 13 " " Franco, too, must cut consumption of meat.
- 14 " " Effects of British economic warfare, by Statistat S.WO.ITHAY.

(Page 14 of original) LA CALE
"Le Pen"

- 10 February 1940 Arthur MILLER going to Europe.
- 11 " " British living well in India at the expense of the native population.
- 11 " " British imperialism in America.
- 13 " " British reign of force in India.
- 14 " " Solander of the Court of George VI and the pitiful standard of living of his Indian subjects.
- 15 " " Allies threatening to spread the war to the Far East.

(Page 14 of original, cont'd)

15 February 1940	Germany's attitude to the Panama Conference.
16 "	" Renewed difficulties in trade with Britain.
17 "	" After the war, disarmament?
17 "	" Paris and London feel the impact of the German-Asian Economic Agreement.
18 "	" Monroe Doctrine acknowledged by Germany.
18 "	" Inadequate care of British families.
20 "	" America for Americans. Argentina's claim to the Malvinas.
23 "	" Sabotage in the Balkans.
22 "	" The financing of the war in France.
23 "	" Europe and the American-protected zone.
25 "	" Britain and international law.
25 "	" The British Ministry of Information.

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27 February 1940	The 'Eastern Powers' plans for extending the war.
28 "	" British economic imperialism and France.
29 "	" Chamberlain's speeches and the facts.
1 March	" The failure of the convoy system.
2 "	" British policy of suppression and the neutrals.
2 "	" Poland and British "aid".
2 "	" Poland perpetrated cruelties on racial Germans (Volksdeutsche).
2 "	" Gandhi continues to call for an independent India.
3 "	" Britain tyrannizes her colonies now as before.
5 "	" German airplanes over France.
5 "	" Record sinkings of a German U-boat.
5 "	" British tanker torpedoed in English Channel.
5 "	" Britain sabotages Italy's coal supply.
6 "	" A German writes a book about South America.

TRANSLATION OF DOCUMENT No. 7535
CONTINUED

(Page 15 of original, cont'd.)

6 March 1940 International Jewry is responsible for the war.
7 " " Signs of unrest in India.
8 " " Hopeless decrease of French population.
14 " " Britain feels the effects of the blockade on her own system.
15 " " German people collects metal for the armaments industry.
16 " " Britain and opium smuggling.

(Page 16 of original)

17 " " Britain and France as the real cause of the Finnish disaster.
17 " " Italy's coal supply safeguarded.
19 " " Britain disregards the rights of neutrals.
26 " " Britain and international trade.
29 " " German reconstruction in Poland.
29 " " The Treasurer and Field Marshal General GOELTER at the front.
31 " " Unfavourable prospects for our trade with Britain.
4 April " British imperialism and Latin America.
5 " " Locomotive of a new German fast train.
5 " " My impressions of the fronts, by General Graf VON AUCHL.
6 " " Can Britain improve her situation?
6 " " French pseudo-democracy.
8 " " German heavy artillery on the way to the West Wall.

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8) PROLOGUE:

LA MOLENA
Oruro

2 January 1940 How came the alliance between Germany and Russia about?
4 " " Ireland and the British Empire.

(Page 17 of original)

4	January	1940	The "haves" and the "have nots".
4	"	"	10 more Danish foods for Britain.
4	"	"	The neutrals meet the German traders.
4	"	"	Britain loses almost 300 Million Dollars in the first month of war.
4	"	"	German reconstruction in the devastated Polish war zone.
4	"	"	British economic espionage.
6	"	"	Britain's situation in the Far East.
6	"	"	Too Machiavellian of British policy.
5	"	"	Blockade and counter-blockade.
6	"	"	The importance of the export of German tool machines.
10	"	"	Billings of workers in Germany during the war.
10	"	"	The myth of British strength at sea.
10	"	"	Germany and Italy are inseparable.
10	"	"	Mr. GUNDEL. His words and his deeds.
10	"	"	German reports.
10	"	"	Foreign workers in Germany.
13	"	"	3 Million insects in the Frankfurt Natural Science Museum.

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17	January	1940	Italian neutrality and the Anglo-Berlin axis.
17	"	"	British despotism in Ireland resulting in boycott.
17	"	"	Britain and international law.
17	"	"	A gigantic duel.
17	"	"	Duff Cooper leaves London.
18	"	"	The decline of the pound sterling.
18	"	"	Italy and the blockade.
18	"	"	American naval attache in Germany.
18	"	"	French worries.

(Page 18 of original, cont'd)

18	January 1940	Announcement of absolute neutrality.
18	" "	The Slovakian Prime Minister on LITTON.
18	" "	The destruction of the "Lewaldyindi".
18	" "	The Pan-American zone of neutrality.
18	" "	Uniform distribution of fuel gas (Grolgas) in Germany.
19	" "	Extensive German air service to Turkey.
19	" "	A German "lift" for airplanes.
19	" "	Does Sumatra belong to British-India?
19	" "	Bombs on oppressed Indians.
19	" "	German prisoners of war in England.
19	" "	The British press run by Jews.
19	" "	New modern fighter plane attack.
20	" "	The Allies' wooing of South America.
20	" "	German technique and the "eye of the U-boat".
20	" "	German bombers over Poland.

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20	" "	Britain disregards American agreements.
21	" "	Food and the food economy in Germany.
23	" "	Britain and the German Luftwaffe.
24	" "	Britain isolates South America.
31	" "	German fairs in the spring of 1940.
31	" "	Go down with flags flying.
2	February 1940	Britain plays the role of protector of Belgium too.
2	" "	British virates re: neutral oil destined for Germany.
2	" "	The French airplane industry is inadequately prepared.
2	" "	Britain sowing seeds of discord between Japan and the USA.

TRANSLATION OF DOCUMENT No. 11-7335
CONTINUED

(Page 19 of original, cont'd)

2 February 1940			Dissatisfaction in the British colonies in Africa.
2	"	"	Germany desires the economic freedom of the neutrals.
3	"	"	Strained relations between Britain and Japan.
3	"	"	Germany fights for Europe's freedom.
13	"	"	Portant in India.
13	"	"	Extracts from HITLER's speech.
13	"	"	Britain disregards the rights of neutrals.
13	"	"	Lourenco protects her oil from British interference.
13	"	"	Britain expecting unrestricted naval warfare.
13	"	"	East-European resettlement.
13	"	"	The unemployed.
13	"	"	German industry distributes prizes to foreigners

(Page 30 of original)

14	"	"	Eight-hour working day and leave in Germany.
14	"	"	The happy homecoming of the POWs.
14	"	"	Effective credit for German craftsmen.
14	"	"	Mining salt in the German East.
14	"	"	German wine of 1939: a good average.
14	"	"	Countering British propaganda in America.
15	"	"	The "Manchester Guardian" takes the facts.
15	"	"	Britain's defeat - Ireland's liberation.
15	"	"	Britain's shadow over the North.
15	"	"	The Geneva "toros".
15	"	"	Useful old man.
16	"	"	Three age groups called up in England.
17	"	"	Still capable of flying after 70 hits.
17	"	"	They have nothing to show, unfortunately.

(Page 20 of original, cont'd.)

17 February 1940	Germany's synthetic production methods.
17 " "	Ir. KATZMAN staging productions in Barcelona.
17 " "	Britain's gold reserves shrinking.
17 " "	Extremely dangerous machines.
20 " "	The flight of gold from Britain to the USA.
20 " "	Argentine warning against participating in British convoys.
20 " "	Foreign scholars in Berlin.
20 " "	More German guest performances in Barcelona.
20 " "	On the resettlement of racial Germans (Volksdeutsche) from Eastern territories.
20 " "	Foreign contracts for German industry.

(Page 21 of original)

20 " "	German Institute for Popular Education (Volksbildungswerk) opened in the protectorate.
21 " "	The German-Russian Economic Agreement.
21 " "	German fairs planned for the spring of 1940.
21 " "	The German Landwirtschaftliche Provinz.
21 " "	German mining loans, then and now.
22 " "	Foundation of a German company for financing foreign trade (Auslandshandels-Import-Export-Gesellschaft m.b.H.).
22 " "	Germany's economic relations with foreign countries.
22 " "	340 million fruit trees in Germany.
22 " "	German work at home, an economic factor.
22 " "	Incorporation of railroads in the Eastern area with the Reich Railroad.
22 " "	Direct air route between Germany and Chungking.
22 " "	Allied plans to spread the war.
22 " "	The German-Russian Economic Agreement.
23 " "	The neutral press on Britain's prospects in war.
23 " "	Allied presentation of facts concerning Poland contradicted.

TRANSLATION OF DOCUMENT No. 7335
 CONTINUED

(Page 21 of original, cont'd)

34 February 1940 British "heroism at sea".
 34 " " The food situation in Germany and in Britain.
 28 " " How does one treat one's colonial peoples?
 28 " " Can Britain keep her currency stable?

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20 " " The economic imperialism of the United States and the Pan-American conference of ministers.
 1 March " Britain and France are using all means to drive the neutrals into war.
 2 " " question of British purchasing power, one of the biggest problems.
 2 " " Natural development. Spanish voices on Germany and Russia.
 2 " " Soap from German coal.
 2 " " Argentina on the question of mines.
 2 " " German construction of bridges in Argentina.
 2 " " work protection and working hours in Germany.
 2 " " The world needs German goods.
 2 " " Iraqyal as the focal point of German resettlement.
 3 " " Opening of the Lithuanian free-harbor zone in Memel.
 3 " " German credit banks in the war economy.
 3 " " Migration of nations in the 20th century.
 3 " " Critical economic situation in France.
 5 " " History is written on phonograph records.
 5 " " Germany's economic relations with foreign countries.
 5 " " Fighting cancer with 1 Million volts.
 5 " " Germany cares for the families of her soldiers and workers in war.
 7 " " RAF (Strength through Joy) at the front.
 7 " " Axis incorporated with the inside highways.
 8 " " England has recourse to poison gas.

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8 March 1940 A lot of gold migrating to the USA.
 9 " " Roumania's position.
 10 " " The Finnish-Russian peace.
 11 " " Replacement of officers in time of war,
 by Colonel Ritter von TRAPP.
 12 " " How Britain took Canada.
 13 " " German film industry far superior to the French
 film industry.
 14 " " German blockade becoming effective.
 15 " " FULDAER's triumphal progress.
 16 " " Spanish views on the naval warfare situation.
 17 " " German Reich railroad in time of war.
 18 " " Narcotics and high policy.
 19 " " Declaration of Viceroy Admiral DOUGALL.
 20 " " Allies expecting a German attack.
 21 " " British U-boat traps - Problems of naval warfare.
 22 " " The Anglo-France-Turkish pact.
 23 " " Britain overestimates herself.
 24 " " Confidence in British promises greatly shaken.
 25 " " Finnish-Russian peace. - A disappointment to the
 Western Powers.
 26 " " In spite of Versailles, Germany today the strongest
 power in the world.
 27 " " Narcotics and high policy.
 28 " " 210 000 Germans return home.
 29 " " Ibero-American chronicle.
 30 " " The pound sterling is losing its significance on the
 world market.
 31 " " Britain is losing the neutrals as trading partners.

TRANSLATION OF DOCUMENT No. 1-7035
CONTINUED

(Page 24 of original)

LA PAGNA

- 9 March 1940 WINTERBOP going to ...
- 14 " " Economic relations strengthened between Italy and Germany.
- 15 " " Britain wants to save foreign exchange: potato imports greatly reduced.
- 19 " " Dr. Lohr assures Poland of good administration and promises the population good treatment.

REVISTA DALLA
Gioro

- 27 March 1940 The Fuehrer and prominent members of the Reich Government attend a great performance in Berlin of the opera Ariadne.
- 27 " " How are the German stock exchanges reacting?
- 27 " " The opd justifies the claim: Britain sacrifices Finland to her interests.
- 27 " " The Allies are not as far ahead today as in 1914.

Hermann WEISS
Konsultationsrat

Frankfurt/Main, 5 August 1940

To the
Enlightenment Committee (Aufklarungs-Ausschuss)
Lomburg-Brasserie
Attention: Dr. JOHANNES

LAUSING 11
Lomburg-Brasserie, III floor.

Many thanks for your letter of the 2nd instant, with a summary of publications from your material which appeared in the Bolivian press from 1 January 1940 to 20 April 1940, which I read with great interest.

The paper you mention, "El Diario", is a popular and widely-read morning paper. The other papers you mentioned are of lesser importance.

May I point out to you that besides "El Diario", "La Esencia" is a popular morning paper of "La Paz". I would like to mention "Ultima Hora" and "La Voz" as widely read afternoon papers. Since these 3 papers are not in your index, you may be interested in using these papers too, for your publication purposes. Of all the papers mentioned, the ones underscored are the most important.

With Attch!

(Handwriting)

Signed: "AIRM"

9 September 1947

CERTIFICATE OF TRANSLATION

I, SAMUEL S. HORN, AGO No. 443113, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of Document No. 7335.

SAMUEL S. HORN, AGO No. 443113.

TRANSLATION OF DOCUMENT No. MI-7336
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I. G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

(S) Exhibit 160

To:
Office of the Central Committee here

Frankfurt/Main
31 May 1940 ?

our reference
Latin America
Argentina Ky/Geb.

Subject: Argentina/Gift to the Press.

Letter Laverkneen of 27 May

We are of the opinion that further support is advisable, especially at the present time, and we are prepared to take part in this donation. It is very likely that the Department for Chemicals will also take part.

We should like to point out again that we consider it important that Dr. Hermann be given authority to check whether the money is being suitably employed.

Department for Latin America/
Argentina

signature: illegible

in pencil: illegible...\$20,000.- paid illegible
illegible...\$ 1,000.- per month

CERTIFICATE OF TRANSLATION

9 September 1947

I, BRIGITTE TUSH, STC No. 35130, hereby certify that I am a duly appointed translator for the English and German languages and that the above is a true and correct translation of the document No. MI-7336.

BRIGITTE TUSH
STC No. 35130

TRANSLATION OF DOCUMENT No. MI-8937
OFFICE OF CHIEF OF COUNSEL FOR THE CHIEF

I.G. FARB-INDUSTRIE / KUNSTSTOFFE / LSCHEIT
Sales Combine Chemicals.

Compania General Nitinas

Mexico

Frankfurt am Main

4 September 1939

..... In case war breaks out
Legation
asks German firms in Mexico
for loans
amounts
to be repaid by
German Government stop
Please authorize
monthly payments of
Pesos 10,000.--
for all I.G. agencies stop
Press in Mexico
must be influenced
suggest monthly contri-
bution by all I.G. agencies
Pesos 300.-- (?)
Please cable
South America

Vorstand approves

Dr. Overhoff has been informed
5 Sept.

(initial)

CERTIFICATE OF TRANSLATION

10 September 1947

I, Leonard LAWRENCE, GO No. 20 138, hereby certify that I am
a duly appointed translator for the German and English languages
and that the above is a true and correct translation of the
document No. MI-8937.

.....
Leonard LAWRENCE
GO No. 20 138

131

- TRANSLATION OF DOCUMENT No. MI-1332 -
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Minutes of Mail Discussion Meeting No. 207.

Present : Aranger (Chairman)

Reithinger

Passarge

Welfert

Dihlmann

Gierlich

Silcher

Jacobson

Saxer

Mueller/Wipo

Flatzer

v.d. Heyde

Mueller/Dev.

Senke

de Haas

Schiller (as guest - part of the time)

23 July 1940

DeH/Frd.

I. Wipo

1) Report on the present situation concerning the work in connection with the Greater Economic Area (Grossraumwirtschaft) -

Mueller renders a full report on this matter and on the details which were discussed at the Commercial Committee Meeting in this connection.

Not on the agenda : Long Distance Telephone Calls.

v.d. Heyde points out once more the regulations which have to be observed when making long distance calls to foreign countries.

V.d. Heyde/particularly the ruling that the wording of long distance calls to foreign countries must be recorded.

II. Economics Department.

1) German Embassy in Rome - Documents - relating to Italy and South-East Europe.

In connection with this, Reithinger reports in detail about the request made to the Economics Department to make the above-mentioned Documents available. It was agreed that there were no objections to this.

2) Swiss Office (Bern) Chemistry - Request for Documents and Information.

3) Dr. v. Sasse, Sofia.

Neither are there objections to the provision of the documents asked for in this case.

4) France - Documents.

The documents are to be provided. At Reithinger's suggestion the Price Commissioner's request for details regarding the occupied territories is to be complied with.

TRANSLATION OF DOCUMENT No. 14332
CONTINUED

(page 2 of original)

Not on the Agenda : Trip to the Battle-fields.

Reithinger reports that he has been invited to participate in a trip to the battle fields which is to start on 29 July 1940 and will last about one week. The invitation was sent by the OKW, Lieutenant Colonel Hesse. It is planned to stay in Paris for three days. Krueger requests that all papers intended for Paris be given to Reithinger to take along.

III. Communications Center.

1) German Newspapers abroad.

Passarge reports that Dr. ... of the Organization of Germans abroad has called on him in his capacity as advertising manager and has informed him that the Organization of Germans abroad intends to create a fund of RM 500,000.- for the purpose of supporting German newspapers abroad. The aforementioned funds are to be raised by the industry. It has been suggested that the I.G.'s share be RM 50,000.- During the course of his negotiations in this connection Passarge submitted the proposal that in future the Reich Group Industry should conduct these collections as a central office. However, the Reich Group Industry merely declared its willingness to state its attitude in regard to possible collections only on request.

It is decided to take up the matter with Dr. Hoyer of the Office of the Central Committee. Passarge mentions also that the aforementioned action for the benefit of German newspapers abroad is initiated by State Secretary Bohle, the National Advertising Council of German Economy, and the German Labor Front.

2) "Masse" by Professor Munko.

Passarge reports that a Herr Doerner approached him and asked him to take over a considerable number of copies of the book "Downingstreet and Germany's Divine Space" by Prof. Munko. Upon taking 250 copies, the price per copy is RM 9.-, and when taking 500 the price is RM 6.-. The matter is postponed until the next mail discussion meeting.

3) Annual "Organization of Germans abroad".

Passarge reports that Mr. Seidel from the Organization of Germans Abroad had called, to ask him, as once before, to order the Annual of this Organization. In 1933 500 copies were ordered, of which 30 copies were delivered to the I.G., and the balance of 470 copies was delivered to the Organization to be forwarded by them to Local Groups abroad. It is decided to order 300 copies this year as well and to inform Dr. Hoyer of the Office of the Central Committee accordingly.

IV. Administrative Department.

TRANSLATION OF DOCUMENT NO. NT-1332
CONTINUED

(page 3 of original)

V. Department of the Directorate.

1) Journeys abroad.

Not on the Agenda : Planning of a book on the I.G.

de Haas reports that a letter has been received from the Publishing House Franz Schneider, which says that it is planned to publish a book on the I.G. The matter is referred to the Communications Center to be dealt with by them.

VI. Legal Department.

VII. Office of the Commercial Committee.

1) Koenigsberg Fair.

The Wipo has been commissioned to deal with all details in connection with the visit of the Koenigsberg Fair by members of I.G.

VIII. Zeft

IX. Export Department.

1) Export Subsidy Scheme.

Dillmann reports on certain proposals and considerations by others in connection with this question.

2) Soya Roumania.

Dillmann reports on Dr. Reicherts trip to Roumania and on the prospects of soya cultivation in Roumania, as well as on the effects of the Russian occupation of Bessarabia. Dr. Schiller will render a full report on the situation in the near future.

Following these remarks, Krueger speaks about the possibility of making up for the arable land lost in Bessarabia by appropriate measures in Jugoslavia. Dillmann is charged with working out a plan for the utilization of arable land in Jugoslavia in place of the areas lost in Bessarabia.

(signed) Krueger

TRANSLATION OF DOCUMENT No. MI-1332
CONTINUED

CERTIFICATE OF TRANSLATION

2 September 1947

I, Brigitte TURA, Civ. No. 35 130, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. MI-1332.

.....
Brigitte TURA
Civ. No. 35 130

TRANSLATION OF EXCERPTS OF DOCUMENT No. 11-1078
OFFICE OF C-I S OF COURTESY FOR V&Z CHIEFS

Minutes of Mail Conference No. 84 Board of Directors' Department
v.W. (von MEISTER)/Rf.

9 November 1937

Present: KRIEGER (chairman)
GATTINGAU
KAMP ST
TRESLER
JACOBSON
SCHLARTZ
v. MEISTER (Secretary)
RONG
SPITZER
PLATZER

Collaboration with A.O. (Auslandorganisation - Foreign NS Organi-
zation).

This question has been fully, though not conclusively,
discussed in the K.A. (Kaufmannischer Ausschuss - Commercial
Committee).

(page 2 of original)

pending the decision of Kessera, KAMP and ILGNER. The matter is to
be brought up again in the next K.A. meeting (Kaufmannischer
Ausschuss - Commercial Committee).

Sponsorship for young N.S. editors abroad.

The K.A. (Kaufmannischer Ausschuss - Commercial Commit-
tee) has given its consent, barring an agreement with each sales-
section previous to the nomination of sponsors.

KRUONER commissions the Office of the Commercial Commit-
tee (K.A. with this matter.

After approval has been received from the sales-section,
the information-bureau will notify Reichsleiter ADLUNG of each
individual nomination.

(page 4 of original)

IV. Political Economy Department.

1.) Inquiry at I.G. opinion of Verbindungsleiter on the
state of the market.

Following a report by Dr. LICHWITZ with reference
to Sweden, who regards the situation to be more unfavorable than
Vowi (Volkswirtschaftliche Abteilung - Economics Department),
GATTINGAU suggests, that the I.G.-Verbindungsleiter should be
asked to state their opinion and report on their observations
with regard to the state of the market, allowing specially for
conditions in their respective country.

(page 5 of original)

3.) Czechoslovakia / Oberreaktionsrat EDER.

For the settlement of questions, relating to the
import quota, which were left undecided at the conclusion of
recent negotiations with Czechoslovakia, a representative of I.G.

TRANSLATION OF EXCERPTS OF DOCUMENT No. NI-1078
CONTINUED

(page 5 of original cont'd)

is to be sent to Prague, who, fully conversant with the business, is to discuss these questions with the Czech delegate, Obersektionsrat HORAK. GATTILIAU proposes Dr. EUGLER for this purpose, to whom KREUDER would like to suggest that one of the members of the Wipo (Wirtschaftspolitische Abteilung) should accompany him as his assistant.

initial in margin

signed KREUDER

CERTIFICATE OF TRANSLATION

June 16, 1947

I, Hannah Schlesinger, 20081, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-1078.

Hannah Schlesinger
No. 20081

"END"

- 2 -

26 November 1937

I. G. BERLIN
Office of the Commercial Committee,

Berlin EM 7

CONFIDENTIAL

I refer to your letter of the 11th of this month on the subject of
Supervision of young newspapermen of the National Socialist Press
(Resolution of the Commercial Committee of the 5th of this month)

I had the opportunity meanwhile to discuss the business personally
with Director Saebchen of the Tofa, Reichenberg, and Director
Temljencovic of Juganil, Zagreb.

With reference to Czechoslovakia, Herr Saebchen shares the fears
which I expressed to Herr Goss on the telephone a short while ago.
The whole atmosphere in Czechoslovakia demands in itself the utmost
caution and reserve in the handling of such a commission. The problem
acquires particular importance through the fact that at the beginning
of this year Tofa was registered in the list of firms vital to the war
industry on the basis of the 1936 Act. The Tofa is therefore as an
outwardly completely independent Czechoslovakian enterprise with partial
German Reich administration, in such a vulnerable position that Herr
Saebchen himself strongly advises against his being entrusted with such
a commission.

We do not know what the position is in the other German firms in
Czechoslovakia named at the top of Page 2 of your letter.

(page 2 of original)

For our part we would consider it most suitable at any rate in the
present situation if the supervision could possibly be generally
carried out by the business attaché of the German embassy in Prague,
Dr. Richter.

As far as Jugoslavia is concerned, affairs are not in such a
difficult situation as in Czechoslovakia, and Herr Temljencovic is
ready in principle to undertake the work intended for him. Nevertheless
it is maintained by Herr Temljencovic that as leader of an outwardly
independent Yugoslav company he too must proceed with a radius of
circumspection and that awkward situations could arise for him personally
or for the Juganil if the young newspaperman for whom he would be
responsible failed to preserve a proper reticence. Herr Temljencovic
has stated his view-point in detail with interesting particulars as
to the supervision of foreigners etc. which I do not wish to repeat
at this point. Today I want merely to pass on Herr Temljencovic's wish,
and to stress for my own part, that before a definite decision is made
the opportunity should be given for a common discussion, and if possible,
for a direct conversation with the appropriate Party office, in which
possibly a conversation could perhaps be held in person with the
candidate who has been chosen by the Party office.

TRANSLATION OF DOCUMENT No. NI-715
CONTINUED

(page 2 of original cont'd)

With reference to Romania I can inform you that I propose to be in Bucharest at the beginning of January and that I shall discuss the matter with Herr Hoepfner. I hope the affair

(page 3 of original)

is not too urgent. I cannot get in touch with Herr Hoepfner any sooner, since I have to start on a three week military exercise today.

German salute

(SS nro) SCHMITZLER

CERTIFICATE OF TRANSLATION
OF DOCUMENT No. NI-715

30 July 1947

I, PATRICIA E. C. WOOD, 20139, herewith certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of document no. NI-715.

PATRICIA E. C. WOOD
20139

TRANSLATION OF DOCUMENT No. NI-6293
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

ERRATA SHEET

Page 7, paragraph 9 b lines 1 - 4, of translation of Document NI-6293 should read:

b) Courier Service Abroad.

Owing to the increasing use of the couriers of the Foreign Office for sending I.G. matters abroad, it was decided that the Office of the Commercial Committee (B.d.K.A.) should be informed in good time,

Errata Sheet prepared by:

JOHN J. BOLL
U.S. Civilian
AGO No. A-444412

cases 6
corrected - 1-1-33
after - NI-6293
Doc. 134

TRANSLATION OF DOCUMENT No. NI-5751
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Minutes of the Mail Conference No. 109.

Department: Management.
K/P.

7.7.1938.

Participants: Krueger (Chairman)
Passarett
Jacobsen
Schwartz
Dihlsman
Platzner
Muller
Halfert (from time to time)

I. Department: Management.

1) Donations

a) Scholarships granted by the Central European Economy Board (Mitteleuropaeischer Wirtschaftsbund).

KRUEGER agrees that the grant for the scholarships for the benefit of the students from southeastern European countries should be increased to RM 5 000.-; this matter is to be laid before the Office of the Central Committee (Zentral-Ausschuss).

b) Student's Welfare Berlin (Studentenwerk)

Krueger agrees to a donation of 1.000 RM (the same as last year), for 1938.

2) Dr. JIGNER's instructions concerning Austria.

KRUEGER reads the following instruction from JIGNER:

All men of I.G., Nr. 7 - this applies equally to the entire I.G. - are to report, in each case, to Dr. GATTINEAU and later to Dr. FISCHER, should they travel to Austria.

Visits and correspondence with Dr. NEURACHER, as well as any contact with him whatsoever, are out of the question except by my express personal consent or the express consent of Dr. GATTINEAU and later Dr. FISCHER.

A circular-letter is not to be dispatched, but, at each instance, the Department's Management should check as to who travels to Austria.

(page 2 of original)

3) Harburg Institute of World Economy e.V. (registered association) Harburg.

PASSARGE reports concerning this Institute. Geheimrat SCHMITZ, Dr. von KNISPER and he himself have been invited to join, and to subscribe to the information service published by the Institute, (excerpts from the foreign press), membership fee RM 20.- monthly. This matter has been examined, discussed in the last clearing-conference; agreement is unanimous that this Institute is extraordinarily important for us; also strongly recommended by all authorities. Geheimrat SCHMITZ's copy should be saved for evaluation by the Economics Department; the Public Relations Office's copy should be saved for circulation in the Public Relations Office and the Office of the Commercial-Committee (Deutscher Kaufmannischer Ausschuss). PASSARGE will ask the Institute to invite G. TIEBER to join; this copy is then at the disposal of the Wipo (Department of Political Economy). Dr. von KNISPER did not think it necessary to become a member.

4) Monthly luncheon of the Central European Economy Board.

WILHELM attended the last luncheon in the absence of JIGNER and KRUGER. Ministerialdirektor WOLFFELT gave an account of his trip to England. In view of the high cultural level of these reports, rendered on the occasion of these meetings, WILHELM suggests that a gentleman of I.G. regularly attend. KRUGER will go into the matter with Herr von WILLOWSKY and determine, as to whether in the absence of JIGNER, or his own, a deputy can be sent.

5) German-Netherlands Society.

The German-Netherlands Society requested that our contribution be increased. The Business Manager has pointed out to us that Staatsrat HEIPERICH will, personally, talk to Dr. JIGNER on this subject. KRUGER requests that this matter be postponed until JIGNER's return.

Agenda: German-Yugoslav Chamber of Commerce.

The Business Manager of the Chamber of Commerce, Dr. BERTHOLD,

(page 3 of original)

has, up to now, been paid outside the regular budget. Since this is no longer possible, the Chamber of Commerce has requested that our contribution be increased. KRUGER requests that the question be examined, as to whether the payment of a contribution amounting to RM 2,000.- is possible. When giving the Central Committee the reasons for the increase in the contribution, reference should be made to the above mentioned circumstances.

(page 3 of original, cont'd)

II. Local Department.

- 1) Distributor for circulars of a special nature.

III. Office of the Commercial Committee.

- 1) I.G. Liaison Officers for Africa.

This matter is to be postponed until the return of JIGLER or GATTINGER.

- 2) The appending of the translated balance sheet to the Paris I.G. Pamphlet.

A final decision has not yet been reached as to whether this balance sheet of the I.G. pamphlet which already exists in English, Spanish, French and Portuguese, should be appended to the consignment. Von GILSTER is first of all to prepare a draft of such a balance sheet and submit it to KREUGER for a decision.

- 3) Exhibition Catalogue of the German Economy.

KREUGER will decide whether the book should be sent to the I.G.-Liaison officers, if necessary with a short explanatory commentary.

- 4) Book of Reference for Faulstich/Lima.

Mr. FAULSTICH, Chief of the Trade Department of the Foreign Office at Lima, has asked JIGLER to obtain a book for him, which would contain detailed information about German industrial firms and their production. SCHULZKE suggests "the Handbook of Joint-Stock Companies"; KREUGER agrees.

- 5) Chemical Exhibition /Lima.

I.G. has contributed to the exhibition through the Propaganda and Publicity Committee (Proko).

(page 4 of original)

WELTER gives an account of the attitude adopted by the "Wigra" Chemical Industry, which has declared itself against contributing to the exhibition, basing their refusal on the fact that there will be likelihood of economic espionage. We have maintained our point of view and have requested the economic group to reconsider their attitude. According to a communication received yesterday, it is upholding its point of view; we have requested that in the final report to the Reich Ministry of Economics, mention should be made of the fact that we adopt a different attitude.

(page 4 of original, cont'd)

PASSARGE is of the opinion that such "good-will" exhibitions (as perhaps the one now in Lima) are not strictly within the framework of the Propaganda and Publicity Committee's activities; he suggests that the interest of the Commercial Committee be aroused in the question as to whether a collection of sets of I.G. propaganda-material, suitable for exhibitions, should not be kept, which could, should the necessity arise, be made available at short notice.

6) Turkey.

SCHWARTZ reports about the trip to Turkey basing his remarks on the travel-report at hand, dated 1st July 1938, that a financial agreement was first of all concluded, with the Turkish Government which is to serve as a basis for technical arrangements of the production and technical conditions of the contracts for each individual product. Both the Turkish Ministry of Economics and the Ministry of Finance have declared themselves ready, in principle, to cooperate, with the proviso, however, that a guarantee cannot be given, since the English by virtue of their methods of financing are sure to have a great advantage. - SCHWARTZ completes these statements with details which are contained in the travel report of 1 July.

PASSARGE suggests that several articles concerning hydration and nitrogen are to be inserted into Turkish newspapers; KRUEGER agrees, but requests that he be allowed to confer with FEIFFER and FAHR.

(page 5 of original)

IV. Central administration of finances.

1) "X-Limitada"

SCHWARTZ informs KRUEGER about the progress of the matter up to now. On account of the absence of FRANK-FANLES, further action in this matter is being postponed.

a) Introducing additional business to Havero-Rotterdam

On the occasion of the discussions, re the reorganization of the Sales Organizations in British India, the Sales Companies have expressed a wish, that in view of the fact that the HAVERO-Rotterdam has practically been excluded from the sales market - though they will, of course, be compensated for it financially - they be included in all other transactions, possibly even purely financial ones, and that they be given proper business facilities, in order to make it easier for them, to give their consent to the impending changes.

(page 5 of original, cont'd)

Agenda: Meturg.

KRUEGER reports on the outcome of yesterday's discussion with the Secretary of State, BRINKMANN re the Meturg matter. Herr BRINKMANN intends to visit the Bitterfelder works, on the 16 July. KRUEGER asks that arrangements for the trip be made and to contact Director MEYER-KUESTER in this matter. SCHWARTZ suggests, that Dr. PISTOR should also be asked to hold himself available on 16th July. KRUEGER asks the individual departments to find out which matters they wish to discuss with Secretary of State BRINKMANN, and to inform him thereof, briefly either orally or in writing.

V. Department for the promoting of Export.

§

VI. Department: Political Economy.

1) Assistant for BOT, New York.

The Wipo (Political Economy Dept.) has, as requested,

(page 6 of original)

asked the opinion of the National Economic Chamber (DIECKMANN) concerning the appointment of von BISMARCK as assistant to DEGENER. DIECKMANN agreed, in principle, that v. BISMARCK be appointed for one year, if it is intended to exceed this period, he would have to be taken over by the Chamber of Commerce after expiration of the initial year, in order to avoid the impression that the Chamber of Commerce is in any way dependent on the I.G. KRUEGER has agreed, that BISMARCK should be sent in the near future. The question of his employment after the expiration of the initial year, should be discussed again if the occasion arises. Possibly the I.G. could be of assistance in this matter if it would increase its yearly contribution by an amount equalling that of Herr von BISMARCK's salary.

2) Memorandum re promoting of export.

The revised draft was sent to GATTINEAU and was taken by him, on his trip in order to discuss it with JAGNER. After a preliminary examination, GATTINEAU has come to the conclusion that this memorandum is not suitable to be forwarded to Ministerialdirigent SCHLOTTERER. KRUEGER asks to see it.

(page 6 of original, cont'd)

Agenda: External and internal correspondence.

Until now, the Wipo has used inter office stationery for its correspondence with KALLB. This is contradictory to the legal provisions. MUELLER should see to it that external stationery be used for future correspondence in the same way as in the other departments.

VII. National Economy Department.

Agenda:

PLATZER asks KRUEDER to agree to it that ANTONI got in touch with the Military Economy Office (Militaerwirtschaftsstelle), directly from Frankfurt, and put the material requested at their disposal. Upon KRUEDER's inquiry, PLATZER reports, that Dr. WEISS regularly receives three regional reports, monthly.

(page 7 of original)

Agenda:

PLATZER conveys a request of an I.G. liaison officer in Sweden to be allowed to employ a young Swede for half a year. Acting upon a suggestion of JACOBSEN it is decided that this matter be taken up, when Mr. JACOBSEN, who is employed here, has terminated his training.

Agenda: VON FLUENZ.

KRUEDER reports that VON FLUENZ was asked to report to Berlin next week. It is planned to hold a joint discussion, which is, among other things, to examine the question, whether Herr von FLUENZ is, in future, to submit yet another short, general report regarding his researches, besides his already extensive reports.

VIII. Public relations office.

1) Tell-trip Austria

Interest is taken in this trip.

IX. Administration Department.

Agenda: Travels abroad.

SALPERT cites an order, whereby all employees travelling abroad, have to notify the management. (Already practiced at I.G. Berlin NW 7, by private agreement which stipulates that all journeys abroad, need the permission of the management.)

TRANSLATION OF DOCUMENT No. NI-5751
CONTINUED

(page 7 of original, cont'd)

A circular letter is to be prepared, instructing the employees to report to the personnel office before taking a trip abroad.

signed: KRUEGER.

CERTIFICATE OF TRANSLATION

18 June 1947.

I, Ursula RUDMANN, Civ.No.20 130, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-5751.

Ursula RUDMANN
Civ.No.20 130.

Minutes of the Conference on Mail No. 109 Department of the
Directorate
Kc/P.

7 July 1938

Participants: Krueger (Chairman)
Passarge
Jacobsen
Schwarte
Dihlmann
Platzner
Mueller
Helfert (present for a time)

.....
(page 3 of original)
.....

III. Office of the Commercial Committee.

1) I.G.-Verbindungsmacher (Liaison agents) for Africa

This point to be postponed until the return of Ilgner
or Gattineau.

.....
(page 6 of original)
.....

VII. Economic Department.

Not on the Agenda:

Platzner requests Krueger's consent to Antoni's getting
into direct contact with the Military Economy Office in
Frankfurt and making available the material requested. In
reply to Krueger's inquiry, Platzner reports that Dr. Weiss
regularly receives reports from three countries per month.

.....
(page 7 of original)
.....

(Signature) Krueger

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-5751
CONTINUED

CERTIFICATE OF TRANSLATION

28 May 1947

I, Beryl C. RESWICK, No. D 427459, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts from document No. NI-5751.

Beryl C. RESWICK, No. D 427459

TRANSLATION OF DOCUMENT No. NI-1327
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Minutes of Mail Discussion Meeting No. 129.

Directorate Department 15 December 1938

Present : Krueger (Chairman)
 Passarge
 Schiller
 Kersten
 Hong
 Terhaar
 Jacobsen
 Boehme
 Platzer
 Silcher
 Gierlichs

Before entering into the Agenda :

Terhaar reports on the discussion conducted by Ministerialrat Soltau. It is planned to call on Mr. Soltau because of the fears expressed by him, and to ask him to what extent his remarks also refer to our industrial projects. Dr. Fehr will participate in this coming meeting as our representative. If necessary a meeting with Ministerialdirigent Schlottterer is to be arranged in order to compare the opinions of both gentlemen.

Boehme reports on his inspection tour to Levenskusen. Nothing new has happened. Interesting is the ceiling heating which is however out of the question for us because of lack of iron. After Levenskusen, Treisdorf was inspected. It is planned to use fittings, floor covering, fabrics, and also to a limited extent wall plates, manufactured at Treisdorf, for the new building. Boehme also reports that the free-stones for our new building have been delivered and that the brick-laying will be started tomorrow. Krueger requests rapid clarification of the restaurant problem, whether Mr. Walterepiel still insists on the original plan.

Auction Brunnenstrasse

Silcher reports that the negotiations are taking a favorable course. Therefore a purchase by us does not seem necessary.

(page 2 of original)

1. Preliminary discussion of the Agenda for the Commercial Committee Meeting on 15 December 1938.

Kersten reports that the Reich War Ministry has agreed that we need hardly go into details regarding our Aussig-Falkenau application. Should it turn out to be necessary in regard to individual questions, the applications can afterwards be settled with the Foreign Exchange Control Office Board.

TRANSLATION OF DOCUMENT No. RI-1327
CONTINUED

(page 2 of original cont'd)

Reichskommissar Henlein has not yet given his consent on the conversion of the shares. The company has been founded. The name is "Chemische Werke Aussig-Falkenberg G.m.b.H." The company is located in Dresden for the time being until the law relating to "G.m.b.H." has been introduced in the Saxony.

Passarge and Karsten will together write a short note for the press which they will submit to the gentlemen of the Aussig-Committee for approval. In reports that - according to the discussions of the South East European Committee on Passburg - a division of the property into three parts (1/3 Donau-Chemie, 1/3 Aussig-Falkenberg, 1/3 Prag), or into two parts (1/2 Donau-Chemie, 1/2 Prag) is being considered as a solution. This division however is pointless unless the manufacture of an additional item in the plant is provided for. Dr. Ray R-Freisdorf is thinking of the manufacture of artificial silk, as the basic conditions for this industry are good. This has to be discussed with Dr. Gajewski. Karsten points out that Dr. Gajewski some time ago refused the establishment of an artificial silk factory in Yugoslavia; it is feared that the Yugoslav Government (Minist. spravedl. Stojadinovic - especially in consideration of the comments made by Dr. Illmer with reference to his journey in the summer of this year) might take offense if we would build in Czechoslovakia, after having refused to build a factory in Yugoslavia.

I. Directorate Department.

1) Training Centre on Foreign Policy.

The Directorate and Personnel Departments suggest the following gentlemen from NW 7, as the result of the examination which has taken place.

(page 3 of original)

Mr. Stadthander	(crossed off at the suggestion of Mr. Schiller)
Dr. Plentel	(not to be considered according to Gierliches)
Mr. Fritschner	(crossed off as he is supposed to go to Vienna as soon as possible.)
Mr. v. Langemann	(to be reexamined)
Dr. Braucher	(crossed off at the suggestion of Mr. Schiller)
Dr. Rahl	(to be reexamined)

TRANSLATION OF DOCUMENT No. NI-1327
CONTINUED

(page 3 of original cont'd)

Dr. Gröner

Approved

Dr. Arns

Approved - Passarge points out that in this case he needs a replacement for the foreign department (Abteilung Ausland)

Dr. Berns

Approved

Krueger will discuss the matter with Ligner and requests an immediate examination in the cases mentioned above. Krueger undertakes to speak to the gentlemen who are finally suggested.

The last day for applications is 15 January 1937. The proposals of the sales combines have to be submitted (this point is on the agenda of the Commercial Committee on 15 December). Krueger desires that somebody from Berlin III 7 should be sent in any case.

2) Reports to the Public.

Passarge reminds the gentlemen of the former quarterly reports to the press and the suggestion made some time ago to render reports every 6 months. No reports will be made in future.

3) Signing of Memoranda for the Files.

Memoranda for the files have in future to be signed by the department head or, in his absence, by the section head. The old regulation, according to which particularly important memoranda for the files addressed to the management have to be signed by the responsible department head, remains unchanged.

(page 4 of original)

Not on the Agenda: Colonial Economic Committee.

The Asli-Syndikat (Potassium-Syndicate) has asked the I.G. for financial support for this Committee, to the extent of M 10,000.-. The appropriate application is being sent to the office of the Central Committee.

On this occasion Krueger reports on the planned conversion of the Institute for Economic Observation, which is to become a G.m.b.H. with a comparatively large Aufsichtsrat.

TRANSLATION OF DOCUMENT No. MI-1327
CONTINUED

(page 4 of original cont'd)

It is intended to make President Reichard from the Verberat (Propaganda Council) 1st chairman of the Aufsichtsrat, Privy Councillor von Brandenstein 2nd Chairman. This matter has recently been discussed with President Reichard. The Propaganda Council is willing to invest RM 40 000.-.

Not on the Agenda: Mr. von Bismarck was able to raise RM 15 000.- of the intended RM 20 000.- By order of Ilgen, Mr. Draeger and Mr. Ströpel were asked for their opinion. Both gentlemen were in favor of a journey abroad by Mr. von Bismarck. Ambassador Dieckhoff has made some remarks to that effect to Mr. von Bismarck. Krueger decided that v. Bismarck should travel.

II. Legal Department.

Not on the Agenda: Silcher reports on the action to be taken within the I.G. concerning the use of "I.G." instead of "I.G. Farben". Krueger reports that the question has been put into the minutes of the last meeting of the Legal Committee. He will speak to Mr. von Amierden about the manner in which the various I.G. Offices are to be informed.

- III. Office of the Commercial Committee
- IV. Central Finance Administration
- V. Export Promoting Department
- VI. Political Economy Department

(page 5 of original)

VII. Economics Department

VIII. Communications Center

Not on the Agenda: Passarge points out that the Ball of the Foreign Journalists will take place on Saturday, 17 December. Krueger agrees that the I.G. takes 4 tickets, to be distributed by Passarge.

IX. Administrative Departments

Not on the Agenda: Krueger reports on a discussion with Schoenherr concerning the functions of the workers representatives and asks in this connection that these be informed that notes from the workers representatives have to be sent to the management via the Betriebsbeirat (Plant overman, D.A.F. trustee).

(signed) Krueger

TRANSLATION OF DOCUMENT No. WI-1327
CONTINUED

CERTIFICATE OF TRANSLATION

29 August 1947

I, Brigitte TURK, Civ. No. 35 130, hereby certify that
I am thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of the document No. WI-1327.

.....
Brigitte TURK
Civ. No. 35 130

TRANSLATION OF DOCUMENT No. I-9777
CONTINUED

(page 1 of original (cont'd))

	Currency	R.H.
1939 Bayer Sport Club	Rps. 230.-	218.-

(page 2 of original)

Dutch East Indies

1935 German Chamber of Commerce	ifl. 25.-	34.08
German Association	" 12.-	20.44
	ifl. 40.-	54.52
	=====	=====
1937 German Chamber of Commerce	ifl. 337.80	477.30
German Association	" 150.-	206.03
German Aid Committee	" 45.-	61.80
Commerce Association	" 364.90	502.11
	ifl. 947.70	1,247.24
	=====	=====
1938 German Chamber of Commerce	ifl. 313.-	432.30
German Association	" 180.-	246.91
German Aid Committee	" 15.-	61.80
Commerce Association	" 513.-	705.52
	ifl. 1,033.-	1,446.54
	=====	=====
1939 German Chamber of Commerce	ifl. 201.20	280.20
German Association	" 120.-	159.99
German Aid Committee	" 45.-	60.23
Commerce Association	" 335.65	448.12
Ding-Hwa School	" 10.-	13.25
Miscellaneous	" 54.35	126.51
	ifl. 806.70	1,076.39
	=====	=====
1940 German Chamber of Commerce	ifl. 100.60	134.12
German Association	" 60.-	79.50
German Aid Committee	" 15.-	20.-
Commerce Association	" 70.60	94.11
	ifl. 246.20	328.17
	=====	=====

(page 2 of original (cont'd))

		Currency	R.F.
<u>China</u>			
1939	German Community	CH\$ 350.-	140.52
	German Aid	" 25.-	9.98
	US Women's Organization	" 200.-	42.45
		CH\$ 575.-	192.95
		=====	=====
1940	German Aid	CH\$ 75.-	11.62
	German Chamber of Commerce	" 750.-	116.25
		CH\$ 825.-	127.87
		=====	=====
1941	German School	CH\$ 250.-	34.20

(page 3 of original)

		Currency	R.F.
<u>Japan</u>			
1937	German Chamber of Commerce	Yen 75.-	53.10
	German Community	" 120.-	85.81
	Patriot's Association	" 11.-	7.93
	German Aid Association	" 50.-	39.95
	Winter Relief Work	" 121.53	87.80
		Yen 377.53	270.65
		=====	=====
1938	German Chamber of Commerce	Yen 75.-	54.50
	German Community	" 120.-	86.34
		Yen 195.-	140.84
		=====	=====
1939	German Community	Yen 500.-	400.48
	German Aid Association	" 50.-	29.18
		Yen 550.-	437.66
		=====	=====
1940	German Chamber of Commerce	Yen 111.-	81.80
	German Community	" 70.-	453.34
	Veteran's Association	" 20.-	11.63
		Yen 101.-	576.82
		=====	=====
1941	German Community	Yen 80.-	35.13
	Winter Relief Work	" 95.52	53.84
		Yen 175.52	80.20
		=====	=====
1942	German Chamber of Commerce	Yen 500.-	293.-
	German Community	" 540.-	312.44
		Yen 1,040.-	609.44
		=====	=====

TRANSLATION OF DOCUMENT No. MI-9777
CONTINUED

(page 3 of original (cont'd))

		Currency	R.M.
1943	Army and Navy	Yen	500.- 293.-
<u>Mexico</u>			
1936	German Chamber of Commerce	\$ silver	18.- 14.40
	German News Service	"	25.- 20.-
		\$ silver	43.- 34.40
		=====	
1937	German Chamber of Commerce	\$ silver	246.50 197.20
	German News Service	"	200.- 240.-
	Mexican Chamber of Commerce	"	122.50 111.60
	German School	"	100.- 80.-
		\$ silver	785.- 628.30
		=====	

(page 4 of original)

Mexico, carried over

1938	German Chamber of Commerce	\$ silver	432.- 289.44
	German News Service	"	300.- 201.-
	Mexican Chamber of Commerce	"	102.- 72.-
		\$ silver	837.- 562.44
		=====	
1939	German Chamber of Commerce	\$ silver	124.- 105.40
	German News Service	"	200.- 116.25
	Mexican Chamber of Commerce	"	120.- 67.50
	German National Community	"	50.- 30.-
		\$ silver	694.- 399.15
		=====	
1940	German Chamber of Commerce	\$ silver	144.- 72.-
	Mexican Chamber of Commerce	"	90.- 45.-
	German Institution for Aged Women	"	125.- 38.50
		\$ silver	359.- 179.30
		=====	
1941	German Chamber of Commerce	\$ silver	236.- 119.60
	Mexican Chamber of Commerce	"	80.- 39.-
		\$ silver	276.- 151.30
		=====	

Guatemala

1937	German Community of Interests	Quetz.	13.50 41.15
1938	German Community of Interests	Quetz.	4.50 13.75

Nicaragua

1931	German Chamber of Commerce	Corá.	7.21 3.90
	German Association	"	1.150.- 127.25
		Corá.	1.157.21 121.35
		=====	

TRANSLATION OF DOCUMENT No. NT-9777
CONTINUED

(page 4 of original (cont'd))

Costa Rica	Currency	R.M.
1937 German Chamber of Commerce	CR\$ 22.50	14.10
1938 German Chamber of Commerce	CR\$ 3.-	1.80
1939 German Chamber of Commerce	CR\$ 43.25	25.41
1940 German Chamber of Commerce	CR\$ 11.50	5.17
Univ. R.R. & L.	" 29.25	13.13
	CR\$ 40.75	18.33
	== == ==	== ==

(page 5 of original)

<u>Brasil</u>		
1936 German Aid Association	Rs. 400.000	72.-
House of Curidade	" 100.000	18.-
Almoço de Samuel	" 500.000	90.-
Donativo natal Escola	" 500.000	90.-
School Aid, Germ. Schools	Rs. 1.500.000	270.-
	== == ==	== ==
1937 German Aid Association	Rs. 3.450.000	858.50
School Aid German Schools	" 1.590.000	311.30
German Home	" 3.600.000	684.-
"Sleswig Holstein" Fund	" 1.000.000	185.-
German Chamber of Commerce	" 2.250.000	439.25
Association "Germania"	360.000	70.20
U.S. Women's Organization	" 100.000	19.-
U.S.D.A.P.	50.000	9.50
Strength Through Joy	" 30.000	5.70
Donation Hindenburg	" 100.000	19.-
Song Community "Lyra"	" 1.000.000	200.-
Work Association	" 200.000	100.-
"German Women"	" 15.000.000	3.000.-
German Hospital Relief Association		
German Labor Front	30.000	6.-
	Rs. 30.050.000	5.907.45
	== == ==	== ==
1938 German Aid Association	Rs. 7.582.000	1.339.78
German School Aid	" 1.800.000	312.25
German Home	" 3.600.000	644.40
German Schools	" 20.000	4.-
German Chamber of Commerce	" 1.100.000	198.-
Association "Germania"	" 90.000	16.20
Trainingship "Deutschland"	" 250.000	45.-
German Infirmary	" 17.800.000	3.204.-
Trainingship "Schlesien"	" 200.000	54.-
German Hospital Association	" 600.000	120.00
Gymnastics & Sport Assn.	" 92.400	15.52
Song Community "Lyra"	" 122.000	20.55
German Chamber of Commerce	2.252.000	370.-
	Rs. 35.516.600	6.332.54
	== == ==	== ==

TRANSLATION OF DOCUMENT No. NY-9777
CONTINUED

(page 5 of original (cont'd))

	Currency	R.M.
1939 German Aid Association	Rs. 12,450.000	2,033.65
German School Aid	" 12,500.000	2,100.-
German Home	" 2,300.000	481.20
Association "Germania"	" 5,180.000	844.52
German Hospital Association	" 1,320.000	218.40
German Chamber of Commerce	" 2,415.000	393.79
	Rs. 36,765.000	6,071.56
	= = = = =	= = = = =

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Brazil carried over

1940 German Aid Association	Rs. 5,696.000	927.47
German School Aid	" 500.000	81.50
German Hospital Association	" 1,320.000	215.10
German Community	" 400.000	65.20
Frankenkasse (Sick Benefit Fund)	" 1,500.000	244.50
German Sport Club	" 5,000.000	815.-
German Chamber of Commerce	" 8,101.000	1,320.46
	Rs. 22,511.000	3,669.23
	= = = = =	= = = = =
1941 German Aid Association	Rs. 3,350.000	700.56
Association "Germania"	" 650.000	112.47
German Chamber of Commerce	" 21,100.000	3,433.30
	Rs. 26,640.000	4,342.33
	= = = = =	= = = = =

Argentina

1936 German Club	\$ n/n 200.-	150.-
German Gymnastics & Sport Association	" 200.-	150.-
	\$ n/n 400.-	300.-
	= = = = =	= = = = =
1937 German Club	\$ n/n 200.-	200.20
German Women's Association	" 50.-	37.50
German Chamber of Commerce	" 400.-	301.20
German Labor Front	" 100.-	75.-
German Society	" 80.-	46.20
Sudeten Germans in Argentina	" 20.-	15.40
German School	" 200.-	154.-
	\$ n/n 1,050.-	829.50
	= = = = =	= = = = =
1938 German Club	\$ n/n 200.-	140.-
German Women's Association	" 50.-	36.50
German Chamber of Commerce	" 420.-	323.40
Sudeten Germans in Argentina	" 80.-	19.23
	\$ n/n 550.-	521.15
	= = = = =	= = = = =

TRANSLATION OF DOCUMENT No. 21-91W
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(page 6 of original (cont'd))

		Currency	R.M.
1939	German Club	\$ n/n 200.-	120.-
	German Women's Association	" 50.-	30.-
	German Chamber of Commerce	" 430.-	287.60
		\$ n/n = 680.-	437.60

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Argentina carried over

1940	German Club	\$ n/n 200.-	130.-
	German Chamber of Commerce	" 750.-	469.50
	German Labor Front	" 30.-	18.-
	Press Fund	" 4,000.-	2,600.-
	German Charitable Association	" 60.-	39.-
	German Society	" 200.-	130.-
		\$ n/n 5,240.-	3,386.50
1941	German Club	\$ n/n 250.-	162.-
	German Chamber of Commerce	" 530.-	351.-
	German Hospital	" 174.50	113.46
	German Aid Association	" 100.-	65.-
	School Association	" 600.-	390.-
		\$ n/n 1,604.50	1,101.46
1942	German Club	\$ n/n 200.-	130.-
	Chamber of Commerce	" 60.-	39.-
		\$ n/n 260.-	169.-
1943	German Club	\$ n/n 250.-	162.50
	Chamber of Commerce	" 300.-	195.-
	German Hospital	" 200.-	125.-
		\$ n/n 1,050.-	669.50

Uruguay

1936	German Labor Front	\$ o/u 50.-	84.-
	Radio NSDAP	" 20.-	28.-
		\$ o/u 30.-	112.-
1937	German Labor Front	\$ o/u 72.-	106.-
	Radio NSDAP	" 20.-	29.-
	NSDAP	" 200.50	295.72
	German Sport League	" 24.-	35.10
	German Chamber of Commerce	" 150.-	222.75
	German School Association	" 60.-	84.-
		\$ o/u 526.50	775.57
1938	German Labor Front	\$ o/u 106.-	165.-
	NSDAP	" 245.-	382.50
	German Sport League	" 42.-	68.90
	German Chamber of Commerce	" 60.-	96.-
	German School Association	" 70.-	112.-
		\$ o/u 523.-	822.40

TRANSLATION OF DOCUMENT No. SI-9777
CONTINUED

(page 8 of original)

Transfer

1939

	Director	MI
German Labor Front	\$ c/u 96.--	17.80
NSDAP	280.--	279.--
German Sport League		
Alliance	36.--	48.50
German Chamber of Commerce	198.--	276.30
German School Association	60.--	81.--
	\$ c/u 590.--	816.10

1940

German Labor Front	\$ c/u 48.--	54.00
Fund for Ministry of Health	200.--	270.--
NSDAP	120.--	152.--
German Sport League	60.--	81.--
" Chamber of Commerce	140.--	172.--
" School Association	60.--	81.--
	\$ c/u 528.--	830.00

1941

NSDAP	\$ c/u 20.--	27.--
German Sport League	180.--	216.00
" Chamber of Commerce	180.--	243.--
" School Association	30.--	40.50
" Aid Association	80.--	108.--
	\$ c/u 470.--	534.50

Columbia

1942

German School Association	\$ c/u 30.--	39.10
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1943

German School Association	\$ c/u 20.--	27.30
" Chamber of Commerce	36.--	48.--
Chamber of Commerce	24.--	32.40
	\$ c/u 560.--	597.70

1944

German School Association	\$ c/u 214.50	280.50
" Chamber of Commerce	124.--	165.60
" Gallery	20.--	27.--
	\$ c/u 358.50	473.10

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		Currency	Rs
<u>Columbia</u>			
<u>1935</u>	German School		
	Association	\$ n/o 285.—	493.25
	" Chamber of		
	Commerce	179.50	309.85
	Aid Fund	16.—	27.20
	Strength Through Joy	100.—	170.—
	German News Service	10.27	17.50
		\$ n/o 590.50	1,017.60

<u>1936</u>	German School		
	Association	\$ n/o 365.—	623.50
	" Chamber of		
	Commerce	1.—	170.—
	Aid Fund	24.—	40.50
	German News Service	75.—	127.50
		\$ n/o 535.—	902.30

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<u>1937</u>	German School		
	Association	\$ 183.30	311.44
	" Chamber of		
	Commerce	88.—	148.50
	" Colony	5.—	8.50
	" News Service	20.—	34.—
		\$ n/o 296.30	503.44

<u>1938</u>	Costa Rica	\$ n/o 50.—	87.34
	" German de		
	Comercio Aleman	20.—	35.—
		\$ n/o 70.—	122.50

<u>1939</u>	Costa Rica	60.—	100.—
	" German de		
	Comercio Aleman	300.—	490.—
	German Mason's Training	40.—	67.—
	School	25.—	41.—
	German Colony		
		\$ n/o 1,025.—	1,708.—

<u>1940</u>	Costa Rica	500.—	839.50
	" German de		
	Comercio Aleman	250.—	412.—
	German Colony	250.—	412.—
		\$ n/o 1,000.—	1,663.50

TRANSLATION OF DOCUMENT No. AI-9777
OF FIELD

(page 9 of original, cont'd)

		Currency	RM
<u>Item</u>			
1939	Quota WDAF	559.—	185.—
"	Camera de		
	Comercio Aleman	335.—	177.40
	German Colony	183.—	55.64
	S/o	917.—	438.04

1940	Quota WDAF	450.—	225.—
"	Camera de		
	Comercio Aleman	420.—	200.—
	German Colony	350.—	175.—
	S/o	1,154.—	547.—

1941	Quota WDAF	130.—	67.50
"	Camera de		
	Comercio Aleman	200.—	277.—
	German Colony	193.70	97.62
	S/o	523.70	252.12

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<u>Item</u>			
1941	Military		
	Institute	to Chile 100.—	34 12.00

1942	German Chamber of		
	Commerce	700.—	27.50
	WDAF	1,800.—	325.—
	German Sport League	200.—	25.—
	" School	2,000.—	350.—
	S/o	4,700.—	34 537.50

1943	German Chamber		
	of Commerce	200.—	67.—
	WDAF	1,500.—	110.—
	German School	2,200.—	260.—
	S/o	3,900.—	253.—

1944	German Chamber of		
	Commerce	500.—	73.—
	WDAF	1,550.—	325.—
	German School 1	1,700.—	350.50
	German Agricultural Fund	100.—	10.—
	S/o	3,850.—	558.50

 THE SLIP OF DONATION No. 41-9777

CONTINUED

(page 10 of original, cont'd)

<u>1941</u> <u>1940</u>		Currency	RK
	German Chamber of Commerce	670.—	80.40
	ISDAF	1,321.—	181.80
	German School	1,000.—	120.—
	German Agricultural Fund	160.—	19.30
		<u>\$ Chf 3,151.—</u>	<u>401.40</u>

<u>1941</u>	German Chamber of Commerce	\$ Chf 810.—	97.20
	ISDAF	1,350.—	162.—
	German Sport League	1,000.—	120.—
	German School	6,250.—	760.—
	German Welfare	300.—	36.—
		<u>\$ Chf 9,710.—</u>	<u>1,155.30</u>

<u>1941</u> <u>1935</u>		Rs.	
	German School	25.—	20.75
	" Chamber of Commerce	20.—	13.50
		<u>Rs. 45.—</u>	<u>37.50</u>

<u>1941</u>	German School	375.—	359.75
	" Chamber of Commerce	230.—	309.80
	German Aid Association	120.—	111.00
		<u>Rs. 615.—</u>	<u>579.55</u>

(page 11 of original)

<u>1941</u>	German School	Rs. 250.—	265.50
	" Chamber of Commerce	200.—	190.—
	" Aid Association	50.—	51.30
	" Commercial	50.—	57.—
	Assistance Association	50.—	57.—
		<u>Rs. 550.—</u>	<u>565.30</u>

<u>1941</u>	German School	355.—	342.15
	" Chamber of Commerce	150.—	171.—
	" Aid Association	60.—	57.—
	" Commercial	30.—	38.50
	Assistance Association	30.—	38.50
	Reception Cruiser "Blaser"	300.—	150.—
	Reception Fund	550.—	503.50
		<u>Rs. 1,275.—</u>	<u>1,211.35</u>

TRANSLATION OF DOCUMENT No. AI-9777

COPIES

(Page 11 of original, cont'd)

<u>Venezuela</u>		Current	Ex
<u>1940</u>	German School	250.—	237.50
"	Chamber of Commerce	251.—	190.—
"	Aid Association	30.—	28.50
"	Social Association	30.—	25.50
		<u>Ex.</u>	<u>481.50</u>

<u>1941</u>	German School	Ex.	255.—
"	Chamber of Commerce	220.—	208.01
"	Aid Association	115.—	105.25
		<u>Ex.</u>	<u>574.26</u>

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<u>Denmark</u>			
<u>1937</u>	German Aid Association Dkr.	20.—	11.64

<u>1938</u>	German Chamber of Commerce	100.—	52.15

<u>1940</u>	German Chamber of Commerce	100.—	45.10
	German House Stocks	15,000.—	7,232.10
		<u>Dkr.</u>	<u>7,337.20</u>

<u>1942</u>	German Chamber of Commerce	10.—	5.35

<u>Sweden</u>			
<u>1931</u>	German Chamber of Commerce	Exr.	60.10

<u>1931</u>	German Chamber of Commerce	100.—	50.52

<u>1932</u>	German Chamber of Commerce	100.—	50.52

<u>1945</u>	German Chamber of Commerce	100.—	50.52

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<u>Finland</u>		Currency	RM
<u>1939</u>	German Chamber of Commerce	F.Mk. 400.—	20.21
<u>1940</u>	German Chamber of Commerce	F.Mk. 300.—	15.19
<u>1941</u>	German Chamber of Commerce	F.Mk. 500.—	20.29
<u>1942</u>	German Chamber of Commerce	F.Mk. 1,000.—	50.58
	National Aid	20,000.—	1,013.01
		F.Mk. 21,000.—	1,063.59
<u>1943</u>	German Chamber of Commerce	F.Mk. 1,500.—	75.50
	SS-Invalide	3,000.—	151.55
	Donation	3,000.—	151.55
	Winter Relief Work		
		F.Mk. 7,500.—	372.59
<u>1944</u>	German Chamber of Commerce	1,000.—	50.58
	German Trade Association	3,350.—	169.05
	(NSD) Winter Relief Work	5,000.—	253.25
	Expenditures-5 years	1,512.—	76.80
		F.Mk. 11,442.—	579.58
<u>Latvia</u>			
<u>1944</u>	German Youth Organization	Latv. 10.—	4.93
	German Parents' Association	350.—	190.77
		Latv. 350.—	161.68
<u>Poland</u>			
<u>1939</u>	Polish Winter Relief Work (NSD)	52 310.—	155.23
<u>1940</u>	Polish Winter Relief Work (NSD)	51 100.—	47.05
	Schulkindern Fund	5.—	2.50
	Silesian Insurgents	9.75	4.83
		51 114.75	53.38

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		Currency	RM
<u>Poland</u>			
<u>1940</u>	Polish Winter Relief	21	500.—
	Work (WV)		250.—
	Trade Society		50.—
	German Chamber of		25.—
	Commerce		12.50
		21	575.—
			287.50

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<u>1943</u>	Chamber of German	21	2,000.—
	Leagues		1,000.—
	German Cultural		800.—
	Circle		40.—
	ASDA		10,000.—
		21	12,800.—
			5,400.—

CZECHOSLOVAKIA

<u>1940</u>	(Slovak) W.S. Motor	K	300.—
	Cerge		30.—
	Hitler Youth		15.—
	Winter Relief		5,100.—
	Work (WV)		300.50
	League of German Girls		30.—
	German Schoolfriends		25.—
		K	5,505.—
			549.10

<u>1940</u>	Hitler Youth	K	30.—
	Winter Relief		1.72
	Work		1,100.—
	German Schoolfriends		103.—
	German Institute for		25.—
	People's Education		500.—
	Public Welfare		50.—
	Infirmary Fund		25.—
		K	1,720.—
			164.62

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Cracow, Poland

	Currency	RM
1941 Winter Relief Work (WOW)	2	63.—
Red Cross	—	10.—
Settlement	30.—	5.—
Settlement Movement of German Party	—	68.80
League of Germans in the West	100.—	10.—
German School	—	50.—
German Professional School	300.—	30.—
German Party	300.—	17.30
Total	650.—	255.—

1942 Winter Relief Work (WOW)	4	3,500.—	375.—
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1943 Winter Relief Work (WOW)	2	150.—	15.—
Red Cross	—	500.—	50.—
Total	2	650.—	65.—

1944 Winter Relief Work (WOW)	2	1,100.—	115.—
-------------------------------	---	---------	-------

Warsaw, Poland

1942 Delegation for Air Corps	500.—	20.—
German Association	1,000.—	100.00
German Technical Academy	1,000.—	85.—
Winter Relief Work (WOW)	2,000.—	175.30
St. Michael's Church	500.—	50.—
Total	5,000.—	430.30

1943 Hitler Youth	50.—	5.30
Red Cross	1,100.—	85.—
Combatants Fund	50.—	45.—
Winter Relief Work (WOW)	2,000.—	175.—
Wahrheits Tag	1,400.—	151.20
Total	5,100.—	457.20

TRANSLATION OF DOCUMENT No. VI-9777
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Slovakia		Currency	Fl.
1944	Slovakian Combatants	Es. 500.-	51.60
	Trade Society	" 50.-	6.30
	Winter Relief Work (WVW)	" 1,000.-	88.-
	HITLER's Birthday	" 2,000.-	172.-
	Wehrmacht Day	" 500.-	43.-
		Es. 4,150.-	353.90

Austria			
1938	NSDAP		10.-
	Sudeten Germans		30.-
			Fl. 40.-
1941	Reich Colonial League		28.-
1942	Winter Relief Work (WVW)		50.-
1943	do		30.-
	Wehrmacht Day		210.-
			Fl. 348.-

Hungary			
1937	German-Hungarian Chamber of Commerce	Pa. 50.-	30.72
1938	do	50.-	30.70
	Strength Through Joy	50.-	30.72
	German Home for Governesses	10.-	5.10
		Pa. 110.-	57.56
1938	German-Hungarian Chamber of Commerce	200.-	121.15
	Strength Through Joy	50.80	31.21
	German Home	25.-	14.98
		275.80	157.30

TRANSLATION OF DOCUMENT No. FI-9777
CONTINUED

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<u>Hungary</u>		<u>Currency</u>	<u>RM</u>
1943	German-Hungarian		
-----	Chamber of Commerce	100.-	59.73
-----	Borthy Fund	500.-	298.50
		600.-	358.53
1944	German-Hungarian		
-----	Chamber of Commerce	100.-	59.73
-----	Air Raid Protection (Luftschutz)	120.-	71.55
		Pg 220.-	131.38
<u>Rumania</u>			
1939	Ministry of Propaganda	Lei 2,000.-	69.37
-----	Ministry of Health	5,000.-	125.45
-----	Ministry of Finance	1,000.-	59.65
-----	Ministry of Postal Communications	1,000.-	24.60
		Lei 9,000.-	222.20
1940	Chamber of Commerce	1,000.-	20.20

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1941	Winter Relief Work (WEW)	Lei 125,000.-	2,087.50
-----	Ministry of Health	10,800.-	309.54
-----	Border Detachment	10,000.-	187.-
		145,800.-	2,460.53
1942	Winter Relief Work (WEW)	129,275.-	1,774.79
-----	German Personnel of the National Folk Group	3,000.-	55.-
		129,275.-	1,824.79
<u>Romania</u>			
1943	Winter Relief Work (WEW)	Lei 50,000.-	535.-
-----	Air Ministry	5,000.-	83.50
		55,000.-	618.50

TRANSLATION OF DOCUMENT No. BT-2777
CONTINUED

(page 15 of original cont'd)

Rumania		Currency	Rl
1904	Winter Relief Mark (WM)	150,000.-	2,505.-
Bulgaria			
1937	German Home	Leva 1,000.-	30.50
1938	German-Bulgarian Chamber of Commerce	3,000.-	91.50
	Election Participation	5,000.-	152.50
		8,000.-	244.-
1939	German-Bulgarian Chamber of Commerce	3,000.-	91.50
	Winter Relief	25,000.-	752.50
	Students' Association	1,000.-	30.50
		29,000.-	884.50
1940	German-Bulgarian Chamber of Commerce	3,000.-	91.50
1941	do		
	Winter Relief	60,000.-	1,830.-
	War Orphans	165,000.-	5,032.50
		225,000.-	6,954.-
1942	German-Bulgarian Chamber of Commerce	3,000.-	91.50
	Winter Relief	30,000.-	915.-
		33,000.-	1,006.50
1943	Wahrnacht	5,000.-	152.50
	German-Bulgarian Chamber of Commerce	3,000.-	91.50
	German Colony	5,000.-	152.50
	Winter Relief	35,000.-	1,067.50
	Library for Border Units	1,500.-	45.75
	German Field Postal Service	2,250.-	68.53
		51,750.-	1,578.38

TRANSLATION OF DOCUMENT NO. 9777
CONTINUED

(page 15 of original cont'd)

Bulgaria		Currency	Fl
1944	HSBAP	1.150.-	57.50
	German Colony	5.0 .-	152.50
		6.150.-	210.-

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Croatia			
1943	Winter Relief Work	Kn. 40,000.-	2,000.-
	Wehrmacht Contribution	2,000.-	100.-
		42,000.-	2,100.-

Yugoslavia			
1939	German Aid Association	Din. 3,000.-	209.40
	" Students' Association	100.-	6.20
		3,100.-	215.60
1942	Relief for Germans Interned abroad	1,952.50	98.12
	Sayer Club	350.-	27.50
	German Personnel Contribution	1,500.-	250.-
	" Chamber of Commerce	12,500.-	525.-
		Din 15,312.-	1,000.62

Greece			
1937	German-Greek Chamber of Commerce	Dr. 1,521.40	36.25
1938	Ceramic Society	4,385.-	103.36
1939	German Greek Society	2,500.-	200.30
1941	Ethnic German Fund	10,000.-	200.-
1943	Wehrmacht Fund	81,600.-	1,362.72

Switzerland			
1937	German Chamber of Commerce	Sfrs. 150.-	25.72

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Switzerland		Currency	RF
1938	do	50.-	28.72
1939	do	50.-	28.22
1941	do	50.-	28.97
1942	do	100.-	57.95
1943	do	100.-	57.96
1944	do	130.-	75.33
Italy			
1939	Dopolavoro	Lire 3,100.-	855.75
	Fascist Combatants	3,000.-	232.-
		5,100.-	818.75
1940	Dopolavoro	12,427.-	1,510.63
	War Fund	100.-	15.10
		12,527.-	1,525.73
1941	Dopolavoro	8,100.-	1,030.12
	German Chamber of Commerce	500.-	55.75
		8,600.-	1,085.87

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1942	Dopolavoro	61,130.-	3,060.60
	War Fund	5,000.-	597.50
	German Chamber of Commerce	4,500.-	235.75
	Fascist Combatants	7,000.-	920.50
		77,630.-	4,814.35
1943	Dopolavoro	61,000.-	3,021.50
	Fascist Combatants	1,000.-	101.50
		62,000.-	3,123.00

TRANSLATION OF DOCUMENT No. HL-9777
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France		Currency	RM
1942	German Chamber of Commerce	4,400.-	270.-
1943	" do	2,000.-	100.-
1944	" Economic Union	2,000.-	100.-

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Belgium			
1937	Chamber of Commerce	Bfrs. 75.20	6.61
	German Women's Union	450.-	32.82
		535.20	48.23
1939	Chamber of Commerce	75.20	6.56
	German Sport Association	50.-	16.83
		275.20	33.13
1940	Winter Relief Work	1,000.-	80.-
1941	Chamber of Commerce	75.20	6.10
	Winter Relief Work	1,000.-	320.-
		1,075.20	326.10
1942	Chamber of Commerce	Bfrs. 275.20	22.10
	Winter Relief Work	28,927.25	2,514.13
	Fund for the Eastern Front	15,625.-	1,250.-
		44,827.45	3,806.23
1943	Winter Relief Work	13,315.35	1,065.18
1944	do	11,929.50	954.34
Netherlands			
1937	Winter Relief Work	fl. 50.-	55.89
	Reich German Community	50.-	55.85
		100.-	111.74

TRANSLATION OF DOCUMENT No. 81-8777
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Italy		Currency	RM
1943	Dopolavoro	46,860.-	6,984.-
1944	Luftwaffe (Air Force)	8,000.-	600.-
	German Chamber of Commerce	2,000.-	200.-
	Fascist Union	100.-	10.-
		8,100.-	610.-
Spain		Pts.	
1937	German School	250.-	72.50
1938	Donation for Combatants	5,000.-	1,480.-
1943	Fuehrer's Birthday	1,808.75	471.45
	NS. Women's League	4,981.-	1,174.77
		6,790.75	1,646.22
Portugal		Esc.	
1937	Strength Through Joy (Kraft durch Freude)	500.-	56.10
1938	do	3,984.10	443.22
1939	do	1,159.45	122.78
	Visit of the Fleet	500.-	52.95
		1,659.45	175.73
France		Ffrs.	
1937	German Chamber of Commerce	1,500.-	151.50
	" Welfare	500.-	35.46
		1,500.-	177.96
1938	German Aid Association	500.-	38.80
1939	" Welfare	500.-	33.05

(page 17 of original cont'd.)

<u>France</u>		<u>Currency</u>	<u>RM</u>
<u>1942</u>	German Chamber of Commerce	4,000.--	200.--
<u>1943</u>	German Chamber of Commerce	2,000.--	100.--
<u>1944</u>	German Economic Union	2,000.--	100.--

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<u>Belgium</u>			
<u>1937</u>	Chamber of Commerce	Bfrs. 75.20	6.41
	German Women's Union	460.--	30.02
		Bfrs. 536.20	45.23
<u>1939</u>	Chamber of Commerce	76.20	6.30
	German Sport Association	200.--	18.03
		276.20	23.13
<u>1940</u>	Winter Relief Work	1100.--	80.7--
<u>1941</u>	Chamber of Commerce	76.20	6.10
	Winter Relief Work	4,000.--	320.--
		4,076.20	326.10
<u>1942</u>	Chamber of Commerce	Bfrs. 176.20	20.10
	Winter Relief Work	28,226.25	2,314.13
	Fund for the Eastern Front	15,625.--	1,250.--
		44,027.45	3,586.23
<u>1943</u>	Winter Relief Work	13,315.35	1,065.10
<u>1944</u>	do	11,929.30	954.34
<u>Netherlands</u>			
<u>1937</u>	Winter Relief Work	Hfl. 50.--	68.89
	Reich German Community	50.--	69.05
		100.--	137.94

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<u>Netherlands</u>		<u>Currency</u>	<u>RM</u>
1938	German Colony	357.-	484.13
1939	German Chamber of Commerce	30.-	40.50
	" School Union	25.-	33.30
		55.-	73.80
1940	German School Union	100.-	132.70
1941	Winter Relief Work	120.-	156.78
	German Chamber of Commerce	80.-	105.35
		170.-	222.13
1942	German Day of Politics (Tag der deutschen Politik)	100.-	132.70
	German Chamber of Commerce	50.-	66.35
	" School Union	25.-	33.30
	German Labor Front	15.-	19.90
		190.-	251.25
1943	German Gymnastic Association	100.-	132.70
	" Chamber of Commerce	50.-	66.35
		150.-	199.05
1944	German Gymnastic Association	200.-	265.40
	" Chamber of Commerce	62.50	82.94
		272.50	361.51

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Germany		Currency	RM
1937	Reich Air Raid Protection League		27.-
	German League of Tutors of Berlin University		900.-
			927.-
1938	German Labor Front		21.-
	Reich Air Raid Protection League		18.-
	SS Section XIV Danzig		2,000.-
	SS Opladen/ 1 Table		30.-
	Standartenfuhrer Kuehn		500.-
	Strength through Joy		140.50
	Reich Sports Aviation School		
	Obersturmbannfuhrer Plambeck		500.-
			3,199.50
1939	German Labor Front		100.-
	NSDAP Detachment		250.-
	Reich Air Raid Protection League		24.-
	Fund for National Spain		1,000.-
	Contribution Carl Schurz Association for Dr. Krebs, Dr. Grobel, Dr. Mertens, Dr. Wenzel		70.50
	S.A. Cavalry 8/72 Leverkusen		1,033.05
			2,476.55
1940	NSDAP		1,080.-
	Winter Relief Work		4,009.-
	Reich Air Raid Protection League		59.-
	Foreign Office of Tutors of Berlin University		3,600.-
	Obersturmbannfuhrer Montorra, Berlin		1,000.-
	Wehrmacht Day		135.-
	Reich Colonial League		15.-
	Hitler Youth		10.-
	Reich Veteran's League		5.-
	German-Japanese Society/Dr. Mertens		1,000.-
	Reich League of Youth-Sentels		1,000.-
	German Chamber of Commerce Denmark for G.E. Mann		100.-
			12,013.-

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Germany	Currency	RM
1941	NSDAP	8.-
—	Winter Relief Work	330.-
—	German Labor Front	58.-
—	Reich Air Raid Protection League	36.-
—	Foreign Office of Tutors of Berlin University	2,750.-
—	Strength through Joy	173.-
—	Contribution Carl Schurz Association for Dr. Mertens, Dr. Zerbe, Dir. Kanzel, G.K. Mann	155.-
—	NS Cavalry Unit 72/Zeelen	150.-
—	Reich League of Youth Hostels	300.-
—	Wehrmacht Day	60.-
(page 20 of original)		3,970.-
1942	Winter Relief Work	593.50
—	German Labor Front	225.-
—	Reich Air Raid Protection League	135.-
—	Foreign Office of Tutors of Berlin University	2,700.-
—	Strength through Joy	50.-
—	Reich League of Youth Hostels	300.-
—	Wehrmacht Day	205.-
—	Reich Colonial League	10.-
—	German-Japanese Association/Dr. Mertens	1,000.-
—	Donation Military Broadcasting Station, Belgrade	500.-
		5,778.50
1943	NSDAP	400.-
—	Winter Relief Work	340.-
—	German Labor Front	388.-
—	Reich Air Raid Protection League	36.-
—	Foreign Office of Tutors of Berlin University	3,600.-
—	German-Dutch Society/ Dr. Gobel	50.-
—	German-Japanese Association/Dr. Mertens	1,000.-
—	German Chamber of Commerce in Denmark/G.K. Mann	100.-
—	Main Medical Service Station, Berlin	1,000.-
—	West Prussian Contribution Day	50.-
		6,564.-

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<u>Germany</u>	<u>Currency</u>	<u>RM</u>
1944 Winter Relief Work		1,240.-
German Labor Front		100.-
Reich Air Raid Protection League		180.-
Foreign Office of Tutors of Berlin University		1,800.-
German-Dutch Society/ Dr. Gebel		80.-
German Chamber of Commerce in Denmark/G. X. Mann		100.-
Trade Enterprise Ukraine		750.-
		<u>4,200.-</u>

The amounts listed under Germany were partly paid by the main-office (booked as Main-Office expenses) partly by the sales-offices (booked as Agents' expenses),

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I have carefully read each of the 21 pages of this affidavit and countersigned with my own hand, have made the necessary corrections in my own handwriting and countersigned them with my initials and herewith declare on oath that to the best of my knowledge and belief I have stated the absolute truth in this affidavit.

Leverkusen, 16 August 1947

Signature: Guenter HAUSEN

Sworn to and signed before me this day of August 1947 at Leverkusen by Guenter HAUSEN, Leverkusen, Schlebusch, Ralketrasse 323, known to me to be the person making the above affidavit.

Signature: Henry STEINAGE

U.S. Civilian, D 829316
Office of Chief of Counsel
for War Crimes, U.S. War
Department.

CERTIFICATE OF TRANSLATION

20 September 1947

I, Patricia E.C. WOOD, FTO 20139 hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document No HI-9777.

Patricia E.C. WOOD,
FTO.20139

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AFFIDAVIT

I, Guenter KAUSCH, Leverkusen-Schlebusch, Kalkstr. 222, after having been warned that I will be liable to punishment for making false statements state herewith under oath of my own free will and without coercion as follows:

I. On 1 April 1933 I entered the service of the then Badische Anilin und Fabrik as bookkeeper and was transferred to Leverkusen in 1930. In 1932 I was granted "pro-" and was entrusted with the management of the "Bayer"-sales accounts department.

II. Our agencies abroad made payments to German diplomatic agencies and to the NSDAF or its affiliated organizations in foreign countries, and we received the equivalent here in Reichsmarks. Since the entries on our current account cards did not suffice in all cases for finding out about these payments, the vouchers of Zeffi were consulted for this purpose from 1933 on. Apart from that, the application for allotment of foreign exchange and the correspondence available in connection therewith, were used as a check.

III. With the help of these records the following figures were determined:

Country Date	Amount in Foreign currency	RM	Paid to	Through

<u>Brazil</u>				
15/2/40	Ctoas. 4,000	655,737.68	German Embassy Rio de Janeiro	"Bayer" Rio de Janeiro
11/3/40	" 2,000	327,668.80	"	"
5/4/40	" 1,000	163,934.40	"	"
9/5/40	" 1,000	163,934.40	"	"
11/6/40	" 1,000	163,934.40	"	"
11/7/40	" 1,000	163,934.40	"	"
1/8/40	" 1,200	196,721.31	"	"
19/2/41	" 1,800	295,081.92	"	"
7/4/41	" 3,000	491,803.21	"	"
21/5/41	" 1,000	163,934.40	"	"
17/7/41	" 500	81,967.20	"	"
22/7/41	" 500	81,967.20	"	"
26/8/41	" 200	32,786.90	"	"
16/1/42	" 1,00	163,934.40	"	"
(Missing)	" 3,000	491,803.21	"	"
	22,200	3,639,343.75		

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Country date	Amount in foreign currency	RM	Paid to	Through
<u>Columbia</u>				
19/2/41	P. 15,000	25,882.00	German Embassy Columbia	La Quimica "Bayer" Columbia
23/10/41	P. 40,000	68,965.50	"	"
1/12/41	P. 40,000	68,965.50	"	"
<u>Indochina</u>				
29/11/44	Piester 15,000	" 500.00	German Armistice Delegation	
17/4/45	Piester 23,497.53	11,743.80	"	
<u>China</u>				
23/12/44	CRB\$ 3,000,000.00	7,265.62	German Embassy Shanghai	Bayer- Pharma Co., Shanghai
12/1/45	CRB\$ 7,000,000	14,213.75	"	"
20/2/45	CRB\$ 15,000,000	37,600.	"	"
2/3/45	CRB\$ 11,000,000	14,960.	"	"
24/3/45	CRB\$ 9,000,000	16,560.	"	"
<u>Northern China</u>				
27/2/45	FRB\$ 300,000	2,525.	German Embassy Shanghai	Bayer- Pharma Co., Shanghai
27/2/45	FRB\$ 1,100,000	11,687.50	"	"
<u>Chile</u>				
11/3/40	P. 400,000	49,079.80	German Embassy Santiago	La Quimica Bayer Santiago
4/4/40	P. 400,000	49,079.80	"	"
<u>Argentina</u>				
26/5/40	P. 180,000	118,877.40	German Embassy Buenos Aires	La Quimica Bayer Buenos Aires
<u>Spain</u>				
18/7/40	Pts. 2,501,333.08	586,541.50	German Embassy Madrid	La Quimica Barcelona
7/10/42	Pts. 212,000.	50,000.	Foreign Organiza- tion of the FSDAF, Madrid	
21/12/42	Pts. 212,000	50,000	"	

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Country date	Amount in foreign currency	RM	Paid to	Through
5/3/43	Pta. 5,200,000	1,226,416.09	German Embassy Madrid	La Quimica Barcelona
8/3/43	Pta. 1,000,000	235,850.00	"	"
8/3/43	" 5,500,000	1,297,175.00	"	"
22/3/43	" 62,000	16,632.54	"	"
9/4/43	" 7,500,000	1,768,875.00	"	"
9/4/43	" 3,115,000	734,672.75	"	"
13/4/43	" 5,002,148.71	1,179,755.25	"	"
		27,379,148.71	6,457,387.23	
refunded	Pta. 3,115,000	734,672.75		
	Pta. 24,264,148.71	5,722,694.48		
<u>Manchukuo</u>				
15/7/40	Yuan 67,918	39,300.	German Legation Heinking	"Bayer" Pharma Co. Heinking
15/9/41	"	11,351.40	"	"
<u>Thailand</u>				
27/2/41		4,400	German Legation Bangkok	Mentzel & Co., Bangkok
20/3/41	Ticals 12,200	10,908	"	"
24/4/41	" 8,600	7,664.80	"	"
22/5/41	" 8,600	7,740.	"	"
9/8/41	" 7,500	6,855.50	"	"
10/9/41	" 7,500	7,750.	"	"
3/11/41	" 7,500	6,834.40	"	"
10/11/41	" 7,500	6,900	"	"

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In addition, on 10 April '45 the following payment was received from the legation Treasurer (Legationskasse) of the foreign Office through Zefi (Central Finance Office), Berlin, without it being possible to ascertain from which country it originated and who had received the equivalent.

10 Apr. 45 RM 1, 146,350.- from Legation Treasurer.

I have read each of the four pages of this affidavit carefully and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have stated the pure truth to the best of my knowledge and belief.

Leverkusen, 15 August 1947

(signature) Guenter Hausen
(typed) Hausen

Sworn to and signed before me this 15th day of August 1947 at Leverkusen by Guenter Hausen, Leverkusen-Schleibusch, Kalkstr. 222, known to me to be the person making the above affidavit.

(signature) Henry Birnbaum
Henry Birnbaum
US Civilian,
D 239316
Office of Chief of
Council for War Crimes,
US War Department

CERTIFICATE OF TRANSLATION

12. September 1947

I, Julius STUEBE, DO No. 1-442 654, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NL-9776.

Julius STUEBE
DO No. 1-442 654

DOCUMENT NO. NI-11196

OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

U.S. COMMERCIAL COMPANY
811 Vermont Avenue N.W.
WASHINGTON, D.C.

November 7, 1942

Cable Address
"USCOMCO"

Mr. Laurence Linville
Department of the Treasury
Washington Building
Washington, D.C.

Dear Larry:

Following my letter of the other day, I transmit herewith additional information showing the role played by the I.G. Farbenindustrie in the financing of Nazi activities in countries cut off from Germany by the war.

This information was taken from a report prepared by the former Assistant Commercial Attache at Shanghai, dated October 27, 1942, and should be treated as strictly confidential.

I hope that this information will be useful as further supporting evidence for the report regarding the I.G. Farbenindustrie as a virtual auxiliary of the Nazi Government.

With kind regards.

Sincerely yours,

signed. Sydney B. Redecker

Encl.

Opvictory
Buy
United
States
Defense
Bonds
and
Stamps

(page 2 of original)

ENEMY DEFICIENCY SECTION

CONFIDENTIAL

November 5, 1942

Japanese-German Relations at Shanghai after December 8, 1941

* Germans had been exceedingly active in China in propagandistic and other political activities (without doubt including 'fifth column' work) for some time, particularly so following the declarations of war in Europe in early September 1939. This activity continued unabated after December 8, 1941. A daily newspaper in English was published. Other newspapers were subsidized. Full German news services were maintained. Numerous exhibitions of German propaganda films were held. Books and pamphlets were constantly appearing, sent out to a large mailing list of Chinese and foreign residents of Shanghai, published in Chinese, English, and even in Russian (to influence the 30,000 emigre Russians in Shanghai) touting the Nazi cause. A monthly magazine entitled XXth Century was also published on a commercial basis though undoubtedly subsidized by the German Press Attache's organization. Many of these activities, especially the motion picture exhibits, were conducted on the premises of the German School at the corner of Great Western Road and Avenue Haig, Shanghai. The school building also housed an elaborate broadcasting station which put out several times per day programs of German propaganda including the German version and interpretation of world news, dialogues and playlets poking aquatic fun and derision at the United Nations and their heads, interspersed with music and the advertising mostly of German proprietary medicines and dyestuffs.

* The matter of financing German activities of this nature in Shanghai and in other cities of occupied China naturally would have been a difficult matter after the outbreak of Russo-German hostilities in late June 1941, which cut off mail communications previously operating freely between Shanghai and Germany via Siberia. But the Germans were all prepared for this contingency in that their scheme of operations involved the financing of the Nazi party propaganda activities in China out of the funds of German firms, principally I.G. Farbenindustrie. At least 10 members of the staff of I.G. Farbenindustrie in Shanghai belonged to the official German Gestapo and were active in various forms of Nazi party political activity in China. The German dye firms, of which I.G. Farbenindustrie was the largest, had laid in large stocks by sea routes before September 1939, and to as great an extent as possible via Siberia between the date of the Russo-German

(page 2 of original continued)

port, August 23, and the date of the outbreak of Russo-German hostilities, June 22, 1941. (China's and particularly Shanghai's import statistics - which continued to be published monthly in Shanghai by the Statistical Division of the Inspectorate General of Customs until banned by the Japanese authorities as of December 7, 1941, - continued therefore to show Germany as a large and at times the largest importer of dyestuffs even in July, August, September and October, 1941, long after all practicable transport contact with Germany had been completely severed by war conditions. Many of the entries through Customs were doubtless made from bonded warehouses,

(page 3 of original)

and from lots of goods on board German ships bound for China which took refuge in Japanese harbors, principally Kobe, just after September 3, 1939, the goods gradually being forwarded from Kobe to Shanghai, or from stocks in Manchuria.)

The Germans in Shanghai were counting on greatly enhanced prices for their stocked dyestuffs in China as stocks in dealers and users hands dwindled and as holders of local currencies took flight into commodities in preference to holding money and there was no question but that I.G. Farbenindustrie planned to finance German propaganda activities in China out of dyestuffs sales.

(By A. Blund Golder, lately Assistant Commercial Attache, at Shanghai, Washington, D. C., dated October 27, 1942)

SBR/oz

A CERTIFIED TRUE COPY

- 3 -

(END)

181

MILITARY TRIBUNAL NO. 1

Case No.

III

Exhibit No.

XXXXVII

46

English

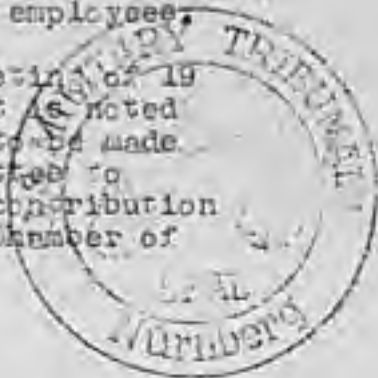


INDEX TO DOCUMENT BOOK 46

COUNT I.G.

FARBEN carried on propaganda, intelligence, and espionage activities.

Document Number	Exhibit Number	Description	Document Book Page
NI-850		Cable of 19 September 1939 from German Ambassador Ott in Tokyo to the Foreign Ministry concerning receipt of 100,000 yens supplied by I.G. Farben for propaganda purposes.	Book 46
NI-1104		Secret telegram from Therman, German Ambassador in Buenos Aires, to the Foreign Ministry dated 30 April 1941 concerning the provision by Bayer of certain economic propaganda funds for the German Embassy in Buenos Aires.	
NI-7553		Excerpts from minutes of a Bayer Director's meeting of 21 October 1943 in which it is noted that Quinica Bayer, Ltd. in Rio de Janeiro was fined by the Brazilian government for making certain illegal payments to the German Embassy in violation of Brazilian foreign exchange regulations.	
NI-068		Telegram dated 6 June 1941 from the German Embassy in Madrid to the Foreign Office concerning payments by I.G. to the Embassy.	
NI-10644		Report by the American consulate in Medellin, Columbia of 18 May 1943 to the U.S. Secretary of State concerning the Nazi propaganda activities of Kurt Schob, employee of Casa Bayer in Columbia, and other Casa Bayer employees.	
NI-8753		Minutes of a Nazi Meeting of 19 July 1938 in which it is noted that a proposal was to be made to the Central Committee to increase the annual contribution to the German-Dutch Chamber of Commerce.	



INDEX TO DOCUMENT BOOK 46

Document Number	Exhibit Number	Description	Document Book Page
NI-1331		Excerpts from minutes of a Mail Meeting of 21 May 1940 in which it is noted that a proposal was made for a contribution for "den Fascio" in Holland.	21
NI-8139		Letter dated 14 August 1940 from the Political Economy Department to Mann and Mantel concerning the distribution of propaganda material in Spain and South America on request of the Reichs Office for Propaganda.	24
NI-7793		Affidavit by Wilibaldo Passarge of 4 July 1947 in which he states that Farben forwarded Nazi literature to French industrialists.	27
NI-6221		Minutes of a conference on Czechoslovakia on 17 May 1938 dated 23 May 1938 which sets forth a program of a proposed action in the Sudeten area of Czechoslovakia for its reconstruction according to the tenets of National Socialism, and which includes measures for the control of the Sudeten German press.	28
NI-6073 NI-1318		Correspondence by I.G. Farben in September 1938 concerning the contribution of 100,000 RM to the Sudeten German Relief Fund and the Sudeten German Free Corps made on 22 September 1938.	35
NI-1085		Correspondence between I.G. Farben and the Foreign Office dated 5 August 1938 and other correspondence and newspaper clippings concerning action by the Rumanian authorities against I.G. Farben Rumania firm because of support given by I.G. Farben to the Rumanian Iron Guard or because of violation of foreign exchange regulations of Rumania by I.G. Farben.	39
NI-10648		Excerpts from the Department of State Bulletin Volume XIV, No. 348, 3 February 1943, containing excerpts from propaganda directives issued by the Chief of Propaganda on the Staff of the Minister for Foreign Affairs of the German Government dated 12 May 1943.	52

INDEX TO DOCUMENT BOOK 46

Document Number	Exhibit Number	Description	Document Book Page
NI-6657		Minutes of a meeting of the Office of the Propaganda and Publicity Committee of I.G. Farben of 30 July 1943 and 18 July 1944 in which, as a result of various discussions with the Propaganda Counsel, the Foreign Office, the Ministry of Economy, the OKW and other offices, plans were set forth for reorganization of propaganda abroad.	82
NI-7344		Circular by the office of General Thomas to various offices of the OKW dated 15 September 1939 concerning the establishment of a special propaganda office and containing a list of economic propaganda directives for the major countries involved in the war.	87
NI-10702		Organization Chart of I.G. Farben Berlin NW7 dated 19 September 1937.	85
NI-9554		Affidavit by Erich Mueller of 6 August 1947 in which he describes the functions and activities of the Political Economy Department (WIFO) of Berlin NW7.	83
NI-9512		Affidavit by Helmut Noack of 22 July 1947 in which he describes the functions and activities of the Political Economy Department (WIFO) of Berlin NW7.	83
NI-10552		Affidavit by Helmut Noack of 21 August 1947 in which he makes certain statements to supplement his affidavit of 22 July 1947.	97
NI-5727		Minutes of Hall meeting of 10 August 1937 in which Ilgner points out that the Political Economy Department (WIFO) is the sole agency within I.G. responsible for liaison with the authorities.	86
NI-4275		Affidavit by Anton Reithinger dated 3 February 1947 in which he describes the organization and activities of the Economics Research Department (VO/I).	93

INDEX TO DOCUMENT BOOK 46

Document Number	Exhibit Number	Description	Document Book Page
NI-4928		Affidavit by Kurt Krueger dated 18 March 1947 in which he describes the organization of Berlin NW7 and the origin and activities of VOWI.	104
NI-10923		Affidavit by Hans Huensch of 20 August 1937 concerning expenditures of Berlin NW7 from 1930 to 1944.	119
NI-1128		Memorandum dated 29 December 1938 of a conference at the Edison Agency for Literature and Press concerning the Military Economy Research Institute (an organization subordinate to and financed by the OKW) at which it was noted that I.G. Farben was in possession of excellent material regarding conditions abroad.	122
NI-7987		Letter dated 28 March 1939 from Gross (of Vienna VOWI Office) to Dean of Law Faculty of Vienna University transmitting a report on the activities of VOWI; and a letter from Reithinger to Gross dated 4 April 1939 objecting to publication of VOWI's activities for government offices.	126

TRANSLATION OF DOCUMENT NO. 11-92
OFFICE OF CHIEF OF COUNSEL FOR THE CHINESE

CABLE (Secret Ch. V.)

Tokio, 19 September 1939 7.53 hours

Arrival 19 September 1939 16.30 hours

No. 476 of 19 September, 1939

x) Inf. Referring to cable of 13 No. 368 x) and
xx) C VII 1944 365 xx) of 12 September

FIRST OF ALL, HAVE RECEIVED 100,000 YENS
FROM A PROPOSED CREDIT ADVANCE OF I. G. BARREN.
PLEASE PAY EQUIVALENT TO I.G. CENTRAL
FINANCE ADMINISTRATION. SINCE THERE IS
NO KIND OF EXCHANGE QUOTATION HERE BETWEEN
TIENTSIN AND YEN, PLEASE, THE RATE OF
EXCHANGE IN ORDER TO FACILITATE RECEIPT
OF THE RECEIVING ACCOUNT FOR PROPAGANDA
FUNDS HERE, IN THE SAID MANNER.

(signed) OTT

6 copies made and sent to:

No. 1 to (Arb. St.)

" 2 " St.S.

" 3 " U.St.S.

" 4 " Dir. Pers.

" 5 " " "

" 6 " DG. "

This is No. 6

140759

TRANSLATION OF DOCUMENT No. NI-950
CONTINUED

CABLE (Secret Ch.V.)

Topic, 19 September 1939 19.30 hours
Arrival, 19 September 1939 14.20 hours

No. 474 of 19 September

Referring to cable of 12 No. 362 +) and
your cable No. 365 ++ of 12 September

+) Pol. I 1290 - Rs. (top secret)
++) 3 VII 1944

RECEIVED ONE MILLION YENS FROM FROZEN
CREDIT BALANCE I.G. FARBEN. PLEASE PAY
EQUIVALENT TO I.G. CENTRAL FINANCE ADMINISTRA-
TION. PLEASE WIRE EQUIVALENT IN REICHS-
MARK SINCE THERE IS NO RATE OF EXCHANGE
QUOTATION REICHSMARK / YEN HERE.

(signed) OTT

6 copies made and sent to:

No. 1 to : (Arb. St.)
" 2 " St.S.
" 3 " U.St.S.
" 4 " Dir. Pers.
" 5 " "
" 6 " D. . .

This is No. 6

140760

CERTIFICATE OF TRANSLATION

7 July 1947

I, Mary Black PERRY, Civ. No. 20 136, hereby certify
that I am thoroughly conversant with the English
and German languages and that the above is a true
and correct translation of the document No. NI-950.

Mary Black PERRY,
Civ. No. 20 136

- 2 -
"END"

TRANSLATION OF DOCUMENT No. NI-1104
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Telegram (Secret Code V (gen. Ch. V))
Buenos Aires, 30 April 1941 12.24 o'clock
Arrival: 30 " " 19.33 "

No. 639 of 29 April

Secret.

*) at Police Headquarters With regard to telegram No. 547 of 14 April from this office *)

Ministerial Director SCHLOTTERER of the German Ministry of Trade and Industry promised me in January of this year at my request certain funds for economic (handwritten:) propaganda and caused the financial management of the I.G. Farben to instruct the BAYER establishment here to place 300,000 Pesos (three hundred thousand) at the Embassy's disposal. BAYER applied, paying attention to necessary camouflage precautions, to the Argentinian Central Bank in February of this year for the requisite permission for the deposit of the amount named to the Peso account of the Reichsbank. The permission has very strangely only now been given - meanwhile the financial position of BAYER through the arrival of goods which were not expected at that time, the extension of the manufacture here and financing of the export to all BAYER establishments in South and Central America has become so strained that further credits must be taken up. In agreement with the German banks BAYER fears therefore that the deposit of 300,000 Pesos in view of the firm's present position would attract attention at the Central Bank, and call forth - because of the here existing law about banks - unwelcome measures of control and examination of credit, which is not at all in the interests of any of the participants - I would therefore, also on my side, not use the BAYER subvention now, but need, on the other hand, funds which have been promised and which have been partly laid claimed to by way of a loan. I therefore propose that the sum mentioned be put at the disposal of the Embassy with the Banco de Nacion in instalments in Peso equivalent, if occasion arises, from endangered dollar credits of the Reichsbank.

Marginal note:

10 copies made
of which were sent:
No. 1 to Police Headquarters (Arb. St.)
" 2 " Reich Foreign Office (R.A.M.)
" 3 " State Secretary (St.S.)
" 4 " R.A.A.M.
" 5 " Director of the Police Department (Leiter Abt. Pol.)
" 6 " " " Police Headquarters Dept. (Leiter Abt. Ha. Pol.)
" 7 " " " Press Dept. (" " Presse)
" 8 " " " Personnel Dept. (" " Pers.)
" 9 " " " Bg. Ha. Pol.
" 10 " " " Dg. Pol.

This is No.

TRANSLATION OF DOCUMENT No. WI-1104
CONTINUED

(Page 2 of original)

As the embassy confidentially confirmed, the Reichsbank has instigated nothing up till now with regard to dollar credits with the Banco de Nacion. In view of the threatened North American confiscation would be grateful for instruction relative to this. If credits of the Reichsbank were paid out and deposited at the Embassy in pesos or as far as possible in dollar bills, the foreign exchange character of the credits would be preserved, since bills can up to now be used freely. Bills themselves or equivalent could possibly be used through confidential agents for dollar payments. Request telegraphic instruction.

THEB:GWT

CERTIFICATE OF TRANSLATION

9 June 1947

I, Siegfried TAUBER, Civ. No. A-443 415, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the original document No. WI-1104.

Siegfried TAUBER,
Civ. No. A-443 415

SECRET

D.B. 17/1943

MINUTES of the "BAYER" DIRECTORATE MEETING
(VERKÄUFSGEMEINSCHAFT PHARMAZENTEN UND PFLANZEN SCHUTZ)
in Leverkusen on the 21st October 1943, at 9.30 a.m.

Present: Mann (Chairman)
Bruggemann
Krebs
Mentzel
Grobel
Mortens
Paulmann
Schmitz
Berg
Langguth
Tessmer

Absent: Duisberg (on holiday)
Zehn (military exercises)

I. GENERAL:

"BAYER" Sales Combine Pharmaceutical and Plant Protective Agents /

Business Management.

The chairman announces that, in the meantime, permission has been granted by the competent authorities to conduct the "Bayer" Sales Combine as an independent works within the meaning of the Law for the Direction of National Labor (Gesetz zur Ordnung der nationalen Arbeit). The chairman assumes the office of Betriebsführer. Furthermore, P. 11. 30a (W3), as Betriebsobmann, together with 7 other fellow-workers, were confirmed for the workers' (Vertreutersrat).

486) Total Turnover "Bayer" January - September 1943

	<u>1942</u>	<u>Jan./Sept.</u>	<u>1943</u>	<u>as against</u>
	<u>RM</u>		<u>RM</u>	<u>prev. years</u>
Direct "Bayer" Turnover (incl. Dental, Serum and Plant Protective Agents)				
A Internal	92,790,457		106,095,560	+ 14
B Rest of Europe	58,272,902		103,760,337	+ 78
C Overseas	5,936,406		14,938,461	+ 152
Altogether	156,999,765		224,794,378	+ 43.2
Sales Organizations	40,044,916		46,242,900	+ 15.5
Total:	197,044,681		271,037,278	+ 37.6

(page 2 of original)

487) Credits of our foreign representations as at 31.8.43
are discussed.

488) German Medicaments Export Participation in "Bayer" Medicaments
Report is made concerning the participation of our products in German Medicaments export during the first half year 1943. The result is favorable.

489) Economic Group Chemical Industry - Sub Sectors
According to a report we have received, Dr. Berckmeyer (Schering) has been appointed as Government Custodian (Kommissarische Leiter) of the Sub Sector for Ethyl-ether, anaesthetic-ether, aryl preparations and colloidion, and Director Strubberg (von Heyden) as Government Custodian of the Sub-Sector for Salicylic Acid and Salicylates.

490) Reich Ministry of Economy
Oberregierungsrat Hoffmann will hand over his present sphere of work to Dr. Koll, formerly in Paris. Oberregierungsrat Hoffmann will probably take over the independent sector of Hungary-Slovakia.

491) Chemical Factory Stockhausen, Grafeld
Bruckmann announces that this firm contemplates the establishment of a department "Pharmaceutical and Industrial Hygiene" ("Pharm. und Gewerbehgiene"), which, besides the marketing of Frackutan, will be concerned with skin care agents. The existing contract between this firm and the I.G. gives no occasion for any objections against this.

II. PRIORS, AGREEMENTS, MANUFACTURES:

492) Feinkrems-Verwertungsgesellschaft
Some of the cooling plants used in the East have been lost in the recent fighting. There is to be a meeting of the companies of the Feinkrems-Verwertungsgesellschaft concerning the utilization of the remaining cooling equipment. The Reichsstelle Chemie will be applied to in this connection.

493) Aufocollater-Tetraphosphon Tablets, Spain
The production of Tetraphosphon tablets in Spain was approved on the commercial side.

III. OTHER CURRENT MATTERS

A. 404) "Bayer" Office Berlin - Office Rooms
The District Surrogate (Bezirksbauverwalter) of the Administrative District Wilhelmsdorf addresses to the "Bayer" Office Berlin a letter in which he asks that a part of our space shall be released for the housing of works which have hitherto had their offices installed in unsuitable dwelling apartments.

(page 3 of original)

apart from the 4th story - the former Zepro rooms - which is intended as a dwelling for Berg, instead of the burnt-out half-story, there is no room free. The Legal Department will answer to the letter and will forward it with carbon copy to Berlin by the end of October.

495) "Eyer" Office Stuttgart - Award

Our Stuttgart Office has received through the Gauchmann of the German Labor Front and the Military District Plenipotentiary (Wehrkreisbeauftragter) of the Reich Ministry for Armaments and Munitions (Reichsministerium fuer Bewaffnung & Munition) a letter of appreciation for high and exemplary services. This document is the prescribed preliminary to the Distinction of Model War Factory (Kriegsmusterbetrieb).

B. 496) Europe - Export Prices

Directive No. 5/33 of the Supervisory Office Chemical Industry (Pruefungsstelle Chemische Industrie) concerning the payment of the excess proceeds resulting from export, is discussed. The rates have in some countries increased, compared to our proposals. Regarding the rates of these payments for Rumania, the Supervisory Office will be approached in an appropriate manner through the Wipo, so that at least a reduction will be taken into consideration on the occasion of a change of payment rates (monthly).

497) Europe - Insertions in Foreign Language Newspapers abroad

The "Eyer" special insertions in German language newspapers and periodicals of foreign European countries will be extended to 44 principal foreign language newspapers, with weekly appearance of one advertisement. A sum of R. 800,000 -- is approved for this new advertising.

B1. 498) Eastern Territories - Propaganda

The objection of the Aiga authorities in respect of the publication of the Commercial Court registration of the I.R. Office is discussed.

B2 499) Italy

The report on the situation dated 12 October is discussed. The telephoned direction from the German military office to get our bonds stocks out of Naples could no longer be realized. The stock of bonds in Naples was worth about 2 million lire. Up to the present, there has been no news from the personnel of the Brandt or their Chief, Dr. Mrai.

Steps have been taken for the sale of the bonds stocks at 25% increase in prices, in accordance with the agreement previously made in Leverkusen.

The Atri stocks, with the help of the German military authorities, are being taken to Berlin.

A further price increase, in order to equalize the decline in proceeds resulting from the fall in the rate of exchange is in preparation and will be discussed with the German Economic Staff, which is now the competent body in this matter.

B3 500) Spain - Montecchini - Dlofer

The previous assertion of Giustiniani that he did not

(page 4 of original)

stand in any active manufacturing relationship with Llofer, does not, according to today's letter from the Quince, correspond with the facts. We are informed by the Minister of Health, Dr. Palanca, that Llofer has applied for registration of the products Itehrin, Plasmochin and Chino-plassin, and that samples of these preparations manufactured by Llofer have been placed at his disposal for experiment purposes. The patent situation is to be investigated immediately and all necessary action arising therefrom is to be taken.

B4 501) Schering Announcement - Sulfonamide

The Schering advertisement for Sulfonamide in the Romanian daily newspapers will furnish grounds for approaching the firm of Schering in an appropriate manner.

C4 502) Brazil - Liquidation of German firms

We have received the information that, under a decree of the State President of Brazil a number of German firms, including the QUINIOA Bayer, have been liquidated "on account of espionage".

503) "A Chistica Bayer Ltda" - Restitution of Fines.

From a Protective Power Report (Schutzmacht Bericht) it appears that the fine of Crusoires \$,750,000 (R. 1,146,250--) imposed on "A. Chistica Bayer Ltda" in Rio de Janeiro, on account of alleged illegal commercial operations, was based on payments made to the German Embassy there, which was viewed as a violation of the Brazilian Foreign Exchange regulations. The equivalent value is therefore to be registered with the competent Reich Office for the purpose of repayment.

D 504) Miroslit - Neocid

The firm Geigy, of Basle, has registered the trade mark, "Neocid". The Reich Patent Office opposed to it our old mark of "Miroslit". The firm Geigy intends to put on the market, under the name "Neocid", a lice destroyer for human use. On repeated representations by the firm Geigy, we announce our willingness to refrain from opposition.

F 505) Curt & Co., G.m.b.H., Berlin - Combining-out action

Subject to exclusion of the Labor Office and of the Sub-Sections (Zachdruppen), the G-m Economic Chamber conducted a combining-out, and withdrew 10 workmen, of whom 6 were half-day workers. It was suggested that replacements be obtained from Italian war prisoners. Various typewriters, etc., have been requisitioned by a Commission of the County Economic Office (Landeswirtschaftsamt) from the Curt.

506) Chemiewerk Ronburg A.G., Frankfurt am Main - Production Transfer of war-essential Products

In a discussion with the Reichsstelle Chemie, the representatives of the Chemical Works (Chemiewerke) demand the immediate transfer of the production of designated war-essentials. Endeavors to find a suitable location for the transfer are continuing.

L 507) Pecking-material Production Leverkusen and Hoechst

As a consequence of the events of the summer months, which resulted in considerable deficiencies in pecking and stuffs, therefore, the pecking supply from Leverkusen in the month of September was also insufficient.

(page 5 of original)

There may be a slight improvement in October, and November will probably again show a return to a normal.
There were fewer deliveries from Hoechst during the month of August, owing to the preparations for the removal of stocks. As receiver-works have in the main started operations the position is likely to become normal again.

508) Selfethanol

The deliveries from the works, owing to the falling away of preliminary products, amounted in September to only 3550 kg. In October it is expected that the full production of 15 tons will again be reached. Care should therefore be taken that the contractual claims of the Ciba are fully satisfied as soon as possible.

509) Stockholdings

At the instance of the Pharma warehouse, which had confirmed from returns from Essburg that goods from the year 1941 were still lying there, the departments are being requested to check the warehouse stocks and to take care that goods are not left to become too old.

510) Transfer of Office Furniture

The requisitioning of part of our office furniture in store in Orienthal is reported.

IV. PERSONNEL MATTERS.

511) By Order (I.A.) Signature Authority.

is conferred on Hans Boerner, "Bayer" Management Department D.A.

512) Entries - Departures - Replacements:

<u>Entries:</u>		
Kerp, Karl	30.9.43	D
Ernst, Ludwig, Friedr.	4.10.43	B.4
Ziegler, Irene	1.10.43	D (Out Hoeftchen)
Andres, Ursel	20.10.43	D (Out Hoeftchen)
<u>Departures:</u>		
Rebe, Fritz	10.10.43	C 2
Koerver, Hermann	30.8.43	B 2 (killed on active service)
<u>Replacements:</u>		
Ludewig, Elisabeth	1.10.43	I-Management Dept.
Vilms, Haribert	1.10.43	B-Management Dept.
Boerner, Hans	1.10.43	I-Management Dept.

V. DISCUSSION OF THE DEPARTMENTAL MINUTES.

- 513) No. 13 Sales Department B of 13.10.43
No. 9 Report on Activity of Sept. 43

(page 5 of original)

VI. DATES FOR MEETINGS.

- 514) 2.11.43 Commercial Committee in Frankfurt am Main
 4.11.43 Vorstand meeting in Frankfurt am Main
 16.11.43 Directorate Conference in Leverkusen at 11 a.m.
 18.11.43 Directorate meeting in Leverkusen at 9:30 a.m.

For the Minutes:

THE CHAIRMAN:

Signature: LANGGUTH

MAIN

CERTIFICATE OF TRANSLATION

10 September 1947

I, Inne WERTIN, GO No. 20 144, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. MI-7666.

.....
 Inne WERTIN
 GO No. 20 144

-1-

T E L E G R A M
(Secret Ch. V.)

Madrid, 6 June 1941
Received 7 June 1941 2,10 hours

No. 1970 dated 6 June

Secret

In reply to order 15 May Ha Pol 3120 secret.

The matter has recently been discussed in full detail with Director Somer. Both he and the Embassy fear that the execution of the operation without the permission of the Spanish Government might result in considerable inconvenience. During the auditing of the books at regular intervals through the Spanish tax officials the question what became of the amount will undoubtedly be asked. Director Somer as responsible chief will then have to admit transfer of the amount to the Embassy and is exposed to the danger of having proceedings opened against him by the Spaniards because of an illicit foreign exchange operation. In certain circumstances he could have to reckon with temporary arrest. Although it can be assumed that immediate consequences for I.G. and Director Somer can be averted through the intervention of the Embassy, it is still to be feared that the matter might to a considerable extent be utilized against I.G. for reasons of competition and possibly in connection with Spanish efforts to become self-sufficient. A temporary arrest of Mr. Somer would be particularly inconvenient, as this would give rise to rumors about him and I.G., and as there would be no possibility of afterwards clearing the matter up publicly.

I also foresee considerable ill-feeling on the part of the Spanish government who are extremely sensitive in questions of foreign exchange laws--aroused through the Embassy not complying with Spanish regulations. In these circumstances both the Embassy as well as I.G. consider it more advisable to seek in advance the permission of the Spanish Government for the operation; the Spanish

-2-

Instituto for Foreign Exchange would only be told that the amount is absolutely necessary to carry on the work of the Embassy. Although it is by no means certain that the Spanish Instituto for Foreign Exchange will grant the permit, there is a certain chance of their meeting us half-way. Request directives by wire.

Signed: Stehrer

CERTIFICATE OF TRANSLATION

Date _____

I, Brigitte Turk, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document NI-060.

Brigitte Turk
Signature of translator and serial No.

END

-2-
END

CONFIDENTIAL

No. 342

AMERICAN CONSULATE

Medellin, Colombia, May 18, 1943

STRICTLY CONFIDENTIAL

SUBJECT: Report on Kurt Schob, Medellin, Colombia,
With Respect to Economic Sanctions.

THE HONORABLE

THE SECRETARY OF STATE,
WASHINGTON.

(stamp)

SIR:

I have the honor to transmit herewith information which indicates that Kurt, SCHOB, German citizen and Medellin representative of Casa Bayer, should be subjected to economic sanctions by inclusion in the Proclaimed List.

Kurt Schob was born on July 20, 1910, at Aulike, Germany, and was educated in Leipzig. He arrived in Colombia in 1935, and was employed in Cartagena by the company styled Casa Ed. Victor Sparling S.A. Subsequent to that time he lived in Cartagena and Barranquilla. In pursuit of his profession as traveling salesman for Sparling and later for Casa Bayer, he traveled considerably throughout the Department of Bolivar, Atlantico, Magdalena, Choco and Santander. In June 1942 he left Cartagena and went to Bogota, where he was contracted as Casa Bayer representative for Medellin, replacing Eder STELLS, Proclaimed List national, and known Nazi agent. Schob arrived in Medellin in July, 1942.

According to local Police sources, informants in many quarters have advised that Kurt Schob is engaged in spreading verbal Nazi propaganda among his wide circle of business contacts in Badollin. According to one informant, whose reliability has been tested, Schob makes many calls on local druggstores during the evening hours, and during these visits he discusses political matters with the proprietors, consistently expounding the Nazi theories of Government.

Reliable information from Barranquilla, where Schob formerly had his headquarters, is to the effect that he

has

CONFIDENTIAL

AIR MAIL

has been known to make many suspicious contacts with known Nazis. This informant noted that both Schob and another traveling salesman for Dayer, namely, Albrecht SCHWABE, often spent more time in each town than the amount of business would seem to warrant. This source suspected that they were carrying on Nazi Party activities.

According to the Barranquilla source, Schob is a confirmed Nazi who was constantly in the company of the known Nazis of Barranquilla. One report from this same source is to the effect that Schob was believed to have been ordered by Oskar Dayer to engage in Nazi propaganda, and he is known to have spread Nazi propaganda in the Department of Atlántico after the Police had refused to give him travel permits for the rest of the country. He attended meetings of the Nazi Party in Barranquilla.

This office also has information to the effect that Schob not only engages in Nazi propaganda, but has made contact with known Nazi agents in this city.

Information recently has been received also to the effect that at least one Departmental employee, in the Department of Hygiene, is spreading Nazi propaganda within that Department. This individual, who presently is under investigation, frequently is visited by Schob. It may therefore be assumed that Schob has enlisted the assistance of the employee mentioned in the propagation of Nazi ideas.

By virtue of his position as representative of German drug and chemical products, and of a house which is notoriously known as a fount of propaganda for the Axis, Schob is in a position to do considerable harm to the Allied cause. For this reason, and

in view of the facts set forth above, it is recommended that he be subjected to economic sanctions by inclusion in the Proclaimed List.

I have discussed this case with my British colleagues and my report that he is in agreement with my recommendation.

RECOMMENDATIONS

<u>Rating:</u>	<u>Nationality</u>	<u>Symbol</u>	<u>Class</u>
Kurt Schob	German	27	A

Action: Inclusion of Kurt Schob of Casa Leyer, Medellin, Colombia, in the Proclaimed List.

Respectfully yours,

(signed) Vernon L. Fluharty
American Vice Consul

Original, hectograph and four copies to Embassy, Bogotá.

711.3 SC
VLF/on

CONFIDENTIAL

American Embassy, Bogotá, Colombia,
June 2, 1943.

Bogotá concurs with the foregoing recommendation and has
secured the concurrence of the British Legation.

For the Ambassador:

(signed) Charles A. Livergood
Counselor of Embassy
For Economic Affairs

711.3 SC
RJD/ik

A CERTIFIED TRUE COPY

- 3 -

- E F D -

TRANSLATION OF DOCUMENT No. 11-5753
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Minutes of the mail discussion meeting No. 111

Department of the Directorate
Ks/Frd.

19 July 1938

Present : Frank-Pahle
Passarge
Helfert
Schwarte
Aerston
v. Meister
Jacobsen
Boehm
Mueller
Fischer
Goss

I. Department of the Directorate

1) Anniversary Kalle
Anniversary Leverkusen

Frank-Pahle decides that the following gentlemen take part in the celebration on the occasion of the anniversary of Kalle :

Frank-Pahle or Guttineau,
Schwarte,
Winkmann or Boehm,
Grettnar,
Ecker,
Goss.

Furthermore, Schwarte will suggest to Dr. Andorhub, to invite Mr. Drouot, Mr. Fischer/Mexico and Mr. Souge. With regard to the attendance at the Leverkusen anniversary Frank-Pahle will call up Director Aushna.

2) Booklet "Foreign Trade and Coercion".

The purchase of 524 copies is approved.

3) Donation, Siam, Legation.

Not discussed.

4) Subscription to German-Dutch Company (Deutsch-Niederländische Gesellschaft).

It is to be suggested to the Office of the Central Committee to raise the contribution to 125,000.-.

(page 2 of original)

5) Book Fund for the Chamber of Commerce in Caracas and the German Reading-Room in Lisbon.

A book fund amounting to M. 500.- is approved for the German Reading-Room in Lisbon.

Not on the Agenda : Memorandum by President Pictesch "Organization of the industrial economy."

10 copies of this memorandum are to be prepared and sent to the interested parties.

Not on the Agenda : Presence of Hungarian representatives on the occasion of the launching of the Cruise "T. 1000."

On the occasion of the launching of this cruise, which will probably take place on 22 August 1938, a number of Hungarian personalities will come to Germany, who will have to be taken care of to a certain extent by the G.D.

By contacting the authorities, it will be determined which personalities are expected and in which form the G.D. can be engaged in this connection.

Not on the Agenda : Presence of the Minister of Rumania.

The retired Minister Potarca of Rumania is at present in Berlin and is being looked after by the Department of the Directorate. A lunch will be given in his honor in Berlin.

II. Legal Department.

8

III. Office of the Commercial Committee.

4

IV. Control Finance Administration.

1) Y-limited.

Mr. Haas has been asked to submit a precise proposal in regard to the founding and organization of the Y-limited, on the basis of which a final decision will be made.

(page 3 of original)

- V. Department for Export Promotion.
- VI. Political Economy Department.
- VII. Economics Department.
- VIII. Communications Center.
- IX. Administrative Departments.

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8
8
8
8

signature : Frank-Edla

TRANSLATION OF DOCUMENT No. I-5753

CONTINUED

CERTIFICATE OF TRANSLATION

29 August 1947

I, Brigitte TURK, Civ. No. 35 130, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. MI-5753.

.....

Brigitte TURK
Civ. No. 35 130

- TRANSLATION OF DOCUMENT No. MI-1331 -
- OFFICE OF CHIEF OF CONSUL FOR WAR CRIMES -

Minutes of Mail Discussion Meeting No. 198

deH/Pr.

21 May 1940

Present : Krueger (Chairman part of the time)
Frank-Fahle (Chairman during v. Krueger's absence)
Reithinger
Passarge
Relfert (part of the time)
Dihlmann (part of the time)
Jacobsen
Gierlichs
Silcher
Prentzel
v.d. Heyde (later)
Bachem
de Haas
Benz
Kuehler (Apo)
Kuehler (Dev.)
Platzner

Before entering into the agenda : After their return from Amsterdam Frank-Fahle and Gierlichs report on their journey and on their discussions with the London representative of the National City Bank.

I. Economic Department.

1) Institute for Economic Observation.

Reithinger reports that the Reich Group Industry has asked for information on the Institute for Economic Observation. Krueger recommends referring the Reich Group Industry to President Reichardt.

II. Communications Center.

1) Personal Information Service.

Passarge reports that the regular continuation of the information service has become dependent on the delivery of foreign newspapers which has become uncertain of late. Passarge suggests to Reithinger that the collection of ⁴³⁷ago of the Times should definitely be provided for in America in the meantime. Furthermore, the Office of the Commercial Committee is asked to try to procure foreign newspapers via the I.G. Verbindungsmann in South-East Europe.

III. Administrative Department.

IV. Directorate Department.

1) Journeys abroad.

Gierlichs announces that he will probably take a journey to Switzerland.

(page 2 of original)

Not on the Agenda : Business Report.

Frank-Fahle asks de Haas to call a special meeting on the business report for Thursday, 23 May 1940, to deliberate on the proposed amendments which have been put forward in the meantime.

Contributions to the South Tyrolean Repatriates.

Frank-Fahle reports that I.G. Berlin N° 7 had been authorized to make a gift of RM 500.-- to the South Tyrolean repatriates.

Contribution to the Fascio in Holland.

Frank-Fahle reports that a contribution to the Fascio in Holland is planned and will be made as soon as the necessary formalities have been settled.

German-Academic Exchange Service.

de Haas reports on a collection of short reports by the German-Academic Exchange Service which describe the political and economic development from September 1939 until January 1940 and at the same time quote the most important political documents. De Haas suggests forwarding the reports to foreign friends. Frank-Fahle agrees and asks that copies of these short reports be sent to the leading personalities and interested departments as well.

Loan of a Projection Screen.

Von d. Heyde reports that the Office for Foreign Visitors (Ausländerdienst) has asked them for the loan of a screen. Frank-Fahle agrees that this be procured for the Archive for Presents of the Department of the Directorate, at the price of RM 157.--, and loaned by them to the Office for Foreign Visitors.

V. Legal Department.

VI. Office of the Commercial Committee.

1). Commercial Committee Meeting on 27 May 1940.

Frank-Fahle explains the agenda for the next meeting of the Commercial Committee on 27 May 1940.

VII. Central Finance Department.

Not on the Agenda: Discussion with Dr. Heintzeler, Ludwigshafen.

Frank-Fahle reports that Dr. Heintzeler will be in Berlin on 28 May. A meeting between Dr. Heintzeler and Director Pfeiffer, Frank-Fahle, Helfert and Silcher is planned.

VIII. Department for Export Protection.

IX. Political Economy Department.

1) Belgium/Holland.

This point was dealt with during the discussion of point IV. 1).

TRANSLATION OF DOCUMENT No. NI-1331

CONTINUED

(page 3 of original)

2) Nordic Countries.

Mueller reports that owing to the obscure situation it was not yet possible to determine at the Reich Ministry of Economics how Holland and Belgium are to be dealt with from the political economic point of view. Dr. Terhaar will report on this at the next meeting of the Commercial Committee.

3) Contribution to the Bulgarian Red Cross.

Mueller reports on the request made to Dr. Illner for the provision of a gift (medicine and apparatus) to Frau V. Kienhofen for the Bulgarian Red Cross. Consul General Sonn is willing to provide the Bayer-products needed for this purpose; he asks, however, that the delivery be made via the Bayer Agency in Sofia. The matter is to be submitted to Dr. Illner once more.

4) Advertising Abroad.

Mueller points out that the material distributed by the Department of the Directorate could be made available free of charge by the Foreign Trade Office (Ausserlandelsstelle), Berlin.

5) Trips to Italy.

This point has already been dealt with in the last Mail Discussion Meeting.

(signed:) Krueger (signed) Frank-Falle.

CERTIFICATE OF TRANSLATION

2 September 1947

I, Brigitte TURK, Civ. No. 35 130, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-1331.

.....
Brigitte TURK
Civ. No. 35 130

I.G. Berlin NW 7
Unter den Linden 82

Trans note:
Stamps:

Consul General With.R. Maas
I.G. Farbenindustrie Aktien-
gesellschaft
"Bayer" Sales combine
Pharmaceuticals
Leverkusen - I.G. Werke.

Management Department
"Sayer"
16 AUG 40 8 9
Received

Strictly Confidential !

Your r f.t - Your letter of: - Our reference Date
Political Economy Department 14 Aug. 1940

Subject: Enquiry of the Reich Office for Propaganda (Reichspropaganda)
Coloene regarding addresses in South America.

Doer Consul General.

At the request of Lovickman we got in touch directly with the Reich Ministry for Propaganda, in reference to the enquiry of the Reich Office for Propaganda for a supply of addresses in Spain, Portugal and the Latin American States. We learned on this occasion that the Reich Ministry of Propaganda required these addresses for the distribution of a periodical, entitled 'Laepe', issued by a camouflage publishing firm, of which we gave a few copies to Director MARTEL.

We have made the following agreement with the Reich Ministry for Propaganda:

We shall notify the Ministry for Propaganda how many addressees we have available in these countries. The Ministry for Propaganda will then supply us with the number of covers required for mailing, and we shall have them addressed in Leverkusen. In that way the handing over of addressees to the Ministry for Propaganda will be avoided.

We have already requested Leverkousen to notify the Reich Office for Propaganda, Cologne, of the arrangements made directly by the Ministry for Propaganda.

5043 EPILOGUE 1

Trans Note:
Handwritten note:
To Dir. JENSEN
Very satisfactory
arrangement!
(Roche gute Regel
initials "M" (For

Political Economy Department
signed: MULLER signed: W. BICKER
Signature: ROTT (?)

- 1 -

Trans No: _____
Stamp: _____

Management Department
"Bayer"
16 Aug. 40 8 9
Received

your ref.: Your letter of: Our reference Date:
Political Economy Department 14.6.1940

To: Mr. Director M&A

In accordance with our agreement, we have furnished the Reich Ministry for Propaganda (Dept. 7, Herr HUGGER) with lists of all addresses available to us of physicians and dentists in Spain, Portugal and the Latin American countries. This involves a total of approximately 43446 addresses. As Herr HUGGER wants each address five times, he will mail us 217,230 covers, which we shall forward for you to Leverkusen. Kindly have the covers addressed and returned to us divided according to countries.

With reference to the addresses for Argentina, Brazil, Chile and Bolivia, we informed Herr KROEGER that these addresses are not kept here with us, but in the respective countries, and we drew Herr KROEGER's attention to the fact that it would be complicated and dangerous to procure these addresses under present circumstances. Herr KROEGER will now procure these addresses elsewhere, and we referred him to the firms of Merck and Schering.

Herr KAUFMANN requested us to notify the Reich Office for Propaganda, which asked you for these addressees upon his instructions, that the addressees will now be forwarded directly to Herr KAUFMANN in the Reich Ministry for Propaganda (Dept. 7), and that this takes care of the enquiry of the Reich Office for Propaganda, Cologne.

Political Economy Department
Signature ROTT Signature I.V.
 HICKES

TRANSLATION OF DOCUMENT No. SI-8139
CONTINUED

CERTIFICATE OF TRANSLATION

9 July 1947

I, Dorothy L. GALEWSKI, Civ. No. LTO - 34 079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. SI-8139.

Dorothy L. GALEWSKI
Civ. No. LTO - 34 079.

TRANSLATION OF DOCUMENT No. NI-7793
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Dr. Willibaldo PASSER, at present private business man in Berlin, proprietor of the firm Pass-Chemie, living in Berlin-Wilmersdorf, Brandenburgische Strasse 43, member of the staff of I.G. Farben Industrie from 1918 to 1945, first as chemist and then as Verbindungsmann in France, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith depose the following on oath, voluntarily and without coercion:

1. I.G. Farben Industrie, I.G. sent National Socialist pamphlets to various French industrialists and notabilities. I was requested by ILG's office in Berlin to distribute these pamphlets to persons included in their list of names and also to send them out by post. This I refused to do, and the task thus remained the responsibility of I.G. Farben Industrie, I.G. in Berlin W. 7. I assume that these pamphlets were sent to the various firms by the Ministry of Propaganda, for distribution abroad. As far as I know, however, it was left to the firms themselves to decide who were to be the recipients of the pamphlets.

2. The following events informed me of the approach of war in 1939 and indicated its imminence:

a) The mortgaging of storage depots, a move which was represented to me as purely the result of shortage for of foreign currency.

b) The issue from Frankfurt, four or six weeks before the outbreak of war, of instructions to the effect that, should war break out, all our German officials were to be sent back to Germany immediately.

c) The warning which reached me from Frankfurt about 36 or 24 hours before the outbreak of war, that I was to send all German officials home immediately.

I have carefully read the whole of the page (1) of this affidavit and have countersigned it with my own hand. I have made the necessary corrections in my own handwriting and have countersigned them with my initials and I herewith declare on oath that, to the best of my knowledge and belief, I have spoken the absolute truth in this statement.

Signature: Dr. Willibaldo Passer
Dr. Willibaldo PASSER

TRANSLATION OF DOCUMENT No. NI-7793

CONTINUED

(page 2 of original)

Sworn to and signed before me this 4th day of July 1947
at OGC C, Berlin, By Dr. Willibald Passer, known to me
to be the person making the above affidavit.

Signature : Peter H. MILLER

Peter H. Miller
US Civilian 'OO D-145 338
Office of Chief of Counsel
for War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

5 September 1947

I, Beryl C. BESTICK, 'OO No. D-427 459, hereby certify that
I am a duly appointed translator for the English and German
languages and that the above is a true and correct translation
of the document No. NI-7793.

.....
Beryl C. BESTICK
'OO No. D-427 459

I.G. FARBENINDUSTRIE AKTIENGESellschaft
BERLIN NW 7

Berlin, 23 May 1938

Di/Ur

Minutes of the Conference on Czechoslovakia

Held on 17 May 1938 at Unter den Linden 82.

Those present were :

Dr. Frank-Pahle		Chairman
Seebahn	}	Reichenberg
Dr. Hardt		
Dr. Kufass		Frankfurt/Main
Dr. Baumert		
Dr. Grottnar		
Guob		
Gase		
Gierlich		
Dr. Kolbenheyer		
Dr. Kuogler		
Kaurer		
v. Meister		
Mueller		
Dr. Prentzel		
Hong		
Saxer		
Dr. Vogmann		
Dihlmann		Recorder

General situation:

Seebahn gave an introductory report; he stated that after the incorporation of Austria in the Reich, tension had increased in the Sudeten-German parts of the country and that in all sectors of the population the political and industrial organizations were being reconstructed according to German pattern and to the tenets of National Socialism.

The stoppages in export to Austria by the textiles industry

(page 2 of original)

which occurred after the Anschluss resulted in a noticeable reduction in sales of our textile products.

(page 2 of original, cont'd)

I.G. Agencies

a) Personnel

In the main agencies:

- " Tofa ", Reichenberg and Prague, and branches,
- " Pharma ", Spork & Prochaska, Prague,
- " Československá " S.G., Agfa - Photo Department, Prague

no persons of Non-Aryan descent were employed with the exception of two men of the " Tofa " in Brno and Prague (Eisner and Jerusalem).

It seemed that the employment in executive positions of Czech Nationalists (Nationalitschochen) in our agencies was in the long run proving detrimental to business.

Our products were sold in Czechoslovakia by a number of smaller dependant firms functioning as approved agents, in addition to the firms mentioned above; in cases where the proprietors of these firms were of Non-Aryan descent, notice of termination of the agency contracts at the end of the year had been given.

Proposed action: The sales combines were to ascertain who were the Czech Nationalists employed in our main agencies and their branches, and whether the proprietors and/or managers of the smaller agencies were Czech Nationalists.

b) Conditions of Ownership.

It was a fact that shares in our agencies were under the administration of banks which were partly in Jewish hands.

(page 3 of original)

Our aim should be to prevent authorized sellers of I.G. products abroad from having to be in any way dependent upon Jewish banks, since we would otherwise be branded with the stigma of co-operating with Jewish firms. Furthermore, such conditions of ownership could possibly deprive us of the liberty of directing our agencies at will, as our experience in Austria had shown, if such Jewish banks should come under the direction of trustees appointed by the Government (Kormissare).

Moreover, it was intolerable in the long run that shares in our agencies were owned by persons belonging to Czech Nationalist circles.

(page 3 of original, cont'd)

Proposed action: The Central Finance Administration was to investigate in cooperation with the sales combines the exact conditions of ownership of our agencies and examine the question of whether it appeared possible without prejudice to our sales interests, to transfer shares from Jewish and Czech Nationalist banks and individuals to Aryans or firms owned by Aryans whom we think suitable.

c) Regional Organization.

Only the "Tefa" had its headquarters within the Sudeten German area. The authorities too had deplored the lack of independent agencies of the Pharma and the Alfa-Photo within Sudeten-German territory. The existence of such an organization in Sudeten German territory would have the advantage that, should the Sudeten Germans become autonomous or an Anschluss take place, a sales organization already adapted in these districts would be available.

(page 4 of original)

Proposed action: The aim was to be that those sales combines with agencies within the Czech part of the country, which supplied local customers, should build up within the Sudeten German territory suitable sales organizations with a large measure of independence.

Attorney to our agencies in Prague:

Our Prague agencies were actually making use of the services of the Non-Aryan lawyer Dr. Fenter.

Proposed action: The Legal Department Leverkusen was requested to replace, in consultation with the sales combines concerned, the Non-Aryan lawyer Dr. Fenter by a suitable Sudeten German lawyer.

Trainees.

It seemed expedient to begin immediately and with the greatest possible speed, to employ Sudeten Germans for the purpose of training them with I.G. in order to build up reserves to be employed later in Czechoslovakia.

(page 4 of original, cont'd)

Proposed action: Seeborn was requested to propose suitable persons.

Export situation in the textiles industry.

Exports of textiles from Czechoslovakia to the Reich and to Austria in 1937 amounted to approx. 50 Million Reichsmarks. 3/5 of these exports went to Austria. The stoppage in Czechoslovakian exports of finished

(page 5 of original)

textile goods to Austria was causing a reduction in production in the Czechoslovakian textiles industry and therefore a substantial reduction in the exports of our textile products. In the last analysis, even the Sudeten German worker in Czechoslovakian textile mills was effected by a stoppage in exports of textiles to Austria.

Proposed action: The Political Economy Department was requested to point out during its discussions with the Reich Ministry of Economics the situation and the developments affecting our business which would presumably result from it, but without giving its own opinion.

Banks.

Most of our agencies dealt with the Jewish Boemische Union Bank. The reason for this was that the Boemische Union Bank held a 35% share in the "Tefa", controlled a great number of our important customers and was one of the seven banks authorized to work under the Clearing Agreement. As far as was known, the only German Aryan bank was the Kreditanstalt der Deutschen G.m.b.H. which had only a small network of branches and was not authorized to work under the Clearing Agreement. For these reasons it was impossible to influence the customers to make their payments to the Kreditanstalt der Deutschen G.m.b.H.

Proposed action: In order to assist the expansion of the Kreditanstalt der Deutschen G.m.b.H. or of any other German Aryan bank - Deutsche Agrar & Industrie Bank, Prague ? - the expenditure which would be entailed in paying

(page 6 of original)

by a round-about way via one of these banks into the Clearing Agreement through one of the seven Clearing banks the amounts deposited by clients in Postal Savings Bank accounts, was to be examined.

(page 6 of original, cont'd)

The Central Finance Administration and the Economics Department were to investigate the connexions which existed between the Kreditanstalt der Deutschen G.m.b.H. and the Deutsche Bank; and make inquiries of the appropriate German authorities as to whether the Deutsche Agrar- & Industrie-Bank was a German Aryan bank.

Seeborn was requested to invite the managers of the Kreditanstalt der Deutschen G.m.b.H., Dr. Baumann and Kiesecker, to visit the Central Finance Administration.

Currency.

The fact that exports had dropped and that the receipts of the Treasury coffers were below the budget estimate, combined with the fact that expenditure for armaments had increased, led to the conjecture that another de-valuation of the Czechoslovakian Krona was to be expected.

Proposed action: Measures for the safeguarding of moneys owing to us in Czechoslovakian currency against devaluation losses would be continued.

Industrialization.

The I.G. was interested in getting to know, as far as possible, of all projects concerning the transfer of the chemical industry and the industrialization of chemical production.

Proposed action: Seeborn was requested to try to obtain detailed information.

(page 7 of original)

Sudeten German Press

The Information Office (Nachrichtenstelle) had for some time been endeavouring to publish articles of general and particular interest in Sudeten German newspapers and to this end was making use of the " Wirtschafts- und Zeitungsdienst G.m.b.H. ", a company sponsored by the German authorities. These articles were intended to serve as a preparation for a gradual financial strengthening of the Sudeten German newspapers by advertisements.

(page 7 of original, cont'd)

Proposed action: The Information Office, in collaboration with the sales combines would specify the newspapers which were to be sponsored, inasmuch as they were suitable for advertising our marketable products. The papers were then to be supplied with articles by the Information Office and given advertisements for insertion in order to support them financially.

Furthermore, those newspapers which had political importance and periodicals which published articles and reports with a general bias in favour of I.G. without actually giving publicity to our products, were to be supported by being given items for publication as regularly as possible.

Verein fuer chemische und metallurgische Produktion, Aussig
(Aussiger Verein)

The Aussiger Verein in which Solvay & Co., Brussels, had a direct 30% interest and, in conjunction with the Zivnostenska Bank, the majority of votes, had its most important production plants within Sudeten German territory near the frontiers. Having formerly been an Austrian enterprise, the

(page 8 of original)

Aussiger Verein was managed up to a few years ago by Germans. According to our information, the Germans were dismissed from their executive posts, with a few exceptions, under pressure from the Czechoslovakian Government. Because of this, there was a preponderance of Czech Nationalists and, in addition, probably a large number of Jews in commercial and technical executive positions.

Proposed action: Seebohm was in a position and was therefore requested to obtain details of the men who had had to quit the Aussiger Verein in the course of the last few years. He would also obtain information as to where they were at present employed in Germany. The Economics Department would get into contact with such of them as have found employment with us in order to gain a more detailed knowledge of the personnel of the technical and commercial management of the Aussiger Verein.

In addition, Dr. Kugler was requested to give relevant information, based on his personal knowledge of the Aussiger Verein, on this question of personnel which is at present of interest to us.

Signature : Frank-Fahle

Signature : Dihlmann

TRANSLATION OF DOCUMENT No. NI-6221
CONTINUED

CERTIFICATE OF TRANSLATION

2 July 1947

I, Beryl C. BESS/ICK, No. D 427459, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-6221.

Beryl C. BESS/ICK,
No. D 427459

case 6
after Dec. 11-62
Doc Br. 46

TRANSLATION OF EXCERPTS FROM
DOCUMENT No. NI - 6073
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

(Page 2 of original)

M i n u t e s

of the 11th meeting of the Commercial Committee
on Tuesday 24 May 1938, 0930, in Berlin NW 7,
Unter den Linden 82

Present:

Geheimrat SCHMITZ

von SCHNITZLER

CHAIRMAN

HAEFELIGER

HANSER

ILGNER

KRUEGER

LUENHLEN

MUELLER

OTTO

WEBER-ANDREAE

FRANK-FAHLE

Secretary

also part of the time:

GATTINEAU

von HEIDER

KUGLER

MEYER

NOACK

WEISS

.....

35a

3) Question.

The lists which have been gone through again from a different point of view have now been submitted. Dr. von Schnitzler and Dr. Ilgner will discuss them with the gentlemen from the Reich Ministry of Economy and from the Military Economy Staff who are concerned with this. After this organisational measures will be discussed and fixed.

.....

(Page 4 of original)

.....

11) Hungary/Czechoslovakia.

Dr. Frank-Fahle reported on the discussion on Czechoslovakia which took place on 17 May of this year, the Minutes of which were distributed to the members present.

After this a discussion of the situation and of the measures to be taken, particularly with regard to the Aussiger Verein, took place.

The Plenipotentiaries (Bevollmachtigte) for Hungary and Czechoslovakia will be appointed later.

.....

(Page 5 of original)

.....

Berlin 25 May 1938,
FF/34. 11/38

signed von Schnitzler signed Frank-Fahle

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO No. 34079 hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Excerpts from Document No. NI - 6073.

DOROTHEA L. GALEWSKI
Civilian ETO No. 34079

(Page 3 of original)

To: Geheimrat SCHMITZ, Berlin.

Referring to today's telephone conversation I beg to hand you enclosed copy of our letter to the N.S. Volkswohlfahrt (N.S. Public Welfare) for your kind information. To increase the effect by a quick contribution, we posted the letter at once.

The individual works managers have already been informed.

(Translator's Note: Handwritten Note.)

(Signed) HOYER

22 September 1938

(Page 5 of original)

Office of the Central Committee

22nd September 1938

Personal

Dear Sir.....

We beg to inform you that after having talked over the matter with Geheimrat SCHMITZ we have placed the amount of RM 100,000.— at the disposal of the Sudeten German Relief Fund as well as for purposes of the Sudeten German Free Corps, for the whole I.G. centrally.

Hail Hitler
Office of the Central Committee

(Signed) HOYER

Dir. Dr. GAJEWSKI
Prof. Dr. BOSCHKE
Dir. Dr. v. KNIERIM
Dir. Dr. KRAUCH
Dir. Dr. ter MEER
Dir. Dr. SCHNEIDER
Dir. Dr. v. SCHNITZER
Dir. Dr. WURSTER
Dir. Dr. AMEROS
Prof. Dr. LAUTENSCHLAGER
Dir. Dr. JACOBI
Dir. Dr. KUEHNE
Dir. Dr. BUERGIS
Dir. Dr. ILGER
Dir. Dr. OSTER
Dir. OTTO
Dir. Dr. SCHARF

TRANSLATION OF EXTRACTS OF DOCUMENT
NO. DI-1318
Cont'd

(Page 6 of original)

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT
Frankfurt (Main)

Banking Dept: . direct
 . via Special Bookkeeping to Banking Department.
 . via Central Bookkeeping to " " "
 (underline whichever is applicable)

File No: 950

ORDER NO. A* 121080 for payment/transfer of

foreign currency RM 100,000
in full: one hundred thousand Reichsmark.....
to: Reichsleitung der NS Volkswohlfahrt (Reich Management of National-Socialist
Berlin Public Welfare.)
to account of: "Sudetendeutsche Hilfswerk" (Sudeten-German Aid Program)
as per our letter of 22 September.....
by order of:
debit:.....Gifts and Contributions to associations.....
Account No.: 04201

Ordered by:.....
(Signature) ROYER
Department:.....Office of Central Committee
Date:.....22 September 1938

Above amount received:
Frankfurt (Main)

(Translator's Note: Stamp)

PAID
23 September 1938
Via - Giro (Transfer Account)

(Page 7 of original)

NATIONAL SOCIALIST GERMAN
WORKERS' PARTY
Reich Directorate

(Translator's Note: Stamp)
Office of Central
Committee
1 October 1938
Handwritten Figures:
7 950

(Translator's Note: Swastika on Letterhead)

NSDAP Reichsdirectorate
Head Office for
Public Welfare
Tel. 623001 - 623011
Switchboard No.

Postcheck Account: Berlin No. 30708
Public Welfare Reich Agency
Bank Account: Bank der Deutschen
Arbeit AG, Berlin
Account No. 7608 N.S. Public Welfare
Reich Agency

File No. 20/Mus 2553/8
Please mention in reply

Office - Finance Administration

Berlin So 36, 27 September 1938
Maybach Ufer 48-51

-3-

TRANSLATION OF EXTRACTS OF DOCUMENT
NO. XI-1318
Cont'd

(Translator's Note: Initial: H (?) for Huenecke?)

To
Firm I.G. Farbenindustrie A.G.
Frankfurt (Main)

Re: Sudeten-German aid program.
Your letter of 22 September 1938 - Dr/H.S./Office of Central Committee

I wish to express my most sincere thanks for your promise of making available a contribution of

RM 100,000.--

in favor of the Sudeten-German Aid Program.

(Translator's Note: Round Stamp with Swastika: NSDAP - Reich Directorate Head Office for Public Welfare)	Heil Hitler! (Signature) HILGENFELDT Chief of Lead Office
---	---

(Page 2 of original)

(Translator's Note: Handwritten memo)

To: Kommerzienrat MAIBEL.

After a telephone conversation with Kommerzienrat SCHMITZ I.G. will make RM 100,000.-- available for the Sudetendeutsche Hilfswerk (Sudeten German Aid Program) and Freikorps (Free Corps). I should be obliged if you would sign this letter.

(Signature) ROYER

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, M.P. NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. XI-1318.

DOROTHEA L. GALEWSKI
M.P. NO. 34079

EJD

TRANSLATION OF DOCUMENT No. NI-1085
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Copy.

To the Foreign Office,
c/o Vortragender Legationsrat (Councillor of the legation
in charge) Dr. GLODUS.

Berlin W. G.
Wilhelmstr. 75.

Berlin, 5 August 1938.

My dear Geheimrat (privy councillor) :

In compliance with your request for a briefly written description of the nature of the actions - of which you were already informed orally - of the Roumanian authorities against our agency, the Romanil S.A. at Bucharest, we beg to report the following:

At the Romanil S.A. in Bucharest (the agency of the Verkefungs-gemeinschaft Farben, Chemikalien, FALKE & Co.) and its branch agencies at Krasnait and Temesvar an immediate far-reaching house-search - under the direction of a Public Prosecutor - was put into effect on three days of the week from 25 to 31 July, in the course of which voluminous files were confiscated and removed in numerous boxes.

The confiscation was so comprehensive that we were prevented to a certain extent - from continuing the orderly management of our sales office. Further, a search was also made at the Romanil manager's house, the German citizen Anton Ludwig WIEFFER of Bucharest. During the action, about 20 unimportant documents were confiscated, in Herr WIEFFER's house. The latter was confidentially informed that these measures were taken upon orders of the Minister CUSCEANESCU and with the consent of the King.

(page 3 of original)

In the course of this search the formal inquiry of Herr WIEFFER concerning the motives for this action was not answered, at all. Therefore, there exist merely assumptions as regards the actual motives. On the one hand, private information reveals that customs and foreign exchange control gave rise to the search. Other sources of information say the economic motives and revealed that the matter was a purely political measure based on the assumption that the Romanil or the F.G. Farbenindustrie, respectively, or Herr WIEFFER, had been aid of some kind or other to COBESANU for the Eclaireur Corps (Iron Guard). The assumption that the political version induced the search, was - among other things - also confirmed by the fact that Herr WIEFFER - had learned from a third party that a Jewish employee who was discharged by the Romanil in April of the current year, had stated the following:

- 1.) that the Romanil or Herr WIEFFER, respectively, aided Herr COBESANU financially

TRANSLATION OF DOCUMENT No. 71-1065
CONTINUED

(page 2 of original cont'd)

- 2.) that adherents of the Eiserne Garde (Iron Guard) were sheltered by Herr ROEPFNER.
- 3.) that the employees of the Romnil were members of the Eiserne Garde (Iron Guard) and as such were organized within the firm.

Further, in April of this year, Herr ROEPFNER was questioned by a former Minister, whether it was true that the Romnil or Herr ROEPFNER, respectively, had aided Herr C. I. IANU with considerable sums of money. In this connection we must mention in addition, that during the last months statements of a similar nature concerning the activities of the I.G. Yarker were published in the Roumanian newspapers and twice in the "Times".

(page 3 of original)

These facts and a number of similar rumours justify the assumption that not economic but political reasons were decisive for the whole action of the Roumanian government.

At first, we may content ourselves with these statements of which we informed you already orally, since the Legation was continually informed about the whole development.

In evaluating the possibly existing economic motives of the Roumanian action to any, on principle, point to the situation discussed with you.

In particular we called attention to the following points, in this connection:

1.) that on the part of Roumania, objections might be raised: circumstances permitting in regard to the amounts of the duty on account of higher sales-proceeds.

2.) that the amounts converted-pursuant to a law of the second half-year 1937 - from foreign law into domestic law, for which transaction an every single time the consent of the National Bank must be applied for, were paid by the I.G. Farban - by the Hermannstadt Spinnerei (Levinsohn & Co. of Hermannstadt) - before the National Bank had given its permission. In using these amounts in Roumania, we took it, that the Hermannstadt Spinnerei (Levinsohn & Co. of Hermannstadt) - on its own part - has complied with the possibly necessary formalities, since it was furnished by us - in time - with the necessary import - documents for nullification. It may be that such transaction is considered - on the part of Roumania - to be a formal violation of the foreign exchange legislation.

There exists apparently - and, above all, among the Roumanian authorities, the suspicion that amounts withdrawn from this account were in part or wholly put at the disposal of Cedreans or the Iron Guard (Iron Guard). We may remember that we informed you about the actual use of these funds and that we called your attention to the business difficulties,

(page 4 of original)

which served as a solid proof for the Roumanian authorities for the use of these funds.

According to our statements you intended to ask the Legation in Bucharest for an interview but you requested us, however, to declare the following:

(page 4 of original, cont'd)

After a thorough examination on the spot, we confirm herewith that neither we ourselves, nor our agency, nor its chief, paid to Goetzman or to the Eisen-Garde (Iron Guard) any funds by means of the aforementioned account or ordered to be paid out of our other funds.

The amounts entered on this aforementioned account were simply, directly or indirectly, used in connection with our business activities.

Further, we confirm that to our knowledge the objections raised against Herr JOSEF K. by the discharged Jewish clerk concerning the financial and moral aid given the Iron Guard (Eisen-Garde) and the shelter given to their members are not justified. Nor do we know, at all, whether individual clerks of the Goetzman firm members of the Iron Guard (Eisen-Garde).

We repeat our request already submitted orally to instruct the Legation at Bucharest, to approach the Romanian authorities in a spirit of intervention on the basis of our aforementioned explanation.

We already discussed with you, Herr Dr. von Kospatt, attorney at law, will proceed to Bucharest in order to follow this matter up on the spot. In order to facilitate the activities of Herr von Kospatt we would appreciate it, if you would inform the German Legation about Dr. von Kospatt's trip, asking it to aid him.

Hail Hitler!

I.G. Fabrikmaschinen-Werkgesellschaft
signed: EISEN-G. signed: JOSEF K.

Translation from "Der Arbeiter"/Berlin 22 September 1938.

handwritten
remark: To be
submitted to
Dr. v. Rosenberg
after his
return.

European worried.

Since Germany's Drive, much concern (Drive to the East) reappearing.

Germany keeps an eye on 800,000 Germans in Transylvania.

Paris, 21 September 1938.

The Bucharest Press once more a resounding echoes that the visit of the German Statesmen to Bucharest, when Hitler's Germany at the most dramatic moment of the Sudeten-German conflict was caused, Germany to lose some of its complicity with which it regarded - up to now - the development in central Europe. It is feared in Bucharest, that the events in Czechoslovakia will cause the most serious consequences for all of South Eastern Europe, for Germany's old problem, the "German, much feared" (Drive to the East). Germany is very well with the Sudeten, Austria and Germany is keeping an eye on the 800,000 Germans in Transylvania. One is inclined to think that is all the Third Reich's interest in the oil and grainstocks of Romania. For Hitler's action against the Iron Guard (disorderly), also was aided by the subsidiary of the German State, known as I. A. Verbenindustrie, will prove to be useless if Germany is given the opportunity for and the stronger price will. People are trying now to find out just exactly how far the two Western European Democracies will permit the continuance of the development in central Europe.

TRANSLATION OF DOCUMENT Y. 11-1036
CONTINUED

Translation.

An excerpt from "O Gazele de Parta" dated 19 August 1938.

In Y.omania, an important tax falsification, committed in favor of the "Eiserna Garda (Iron Guard)" was discovered.

Bucharest, 18.-Well-informed circles in Bucharest attach great importance to the sensational results of the investigations made by the Security Police (Sicherheits-polizei) and the customs authorities at the "Yamail", the Roumanian subsidiary of the I. G. for an "trust" of chemical products, the "I. G. Farmaindustria".

As a matter of fact, the important documents seized in the course of the searches made by the police, seem to have disclosed in great detail financial and activities in fraudulently evading the payment of taxes payable to the Roumanian Government. Although the chiefs of the Yamail were earlier informed about these searches by outside agencies and destroyed a large part of the files, the search of the police revealed, however, that the company paid for its protection in this way, that it increased the value of the invoices covering articles imported from and increased the value of the invoices covering deliveries to Roumanian industry. This company was used for the Roumanian, but chiefly to aid the Eiserna Garda (Iron Guard) and is said to have received the sum of 50 million lei.

It is interesting to state that at the trial of Y.omania, the chief of the Eiserna Garda (Eisenwacht) the indictment as chief of the Eiserna Garda, found in the possession of Y.omania, covering the sum of 50 million lei of unknown origin. Besides this, the relations of the "Eiserna Garda" (Iron Guard) to "Yamail" are mentioned, for Professor JUKSUC, one of the chief members of the "Eiserna Garda", living at present in exile was the chief of the "I. G. Farmaindustria" in Y.omania.

One of the present directors was Y.omania, the world war - an officer on board the cruiser "Y.omania". According to the first information the I. G. Farmaindustria's customs authorities amount to 50 million lei. The preliminary investigations of the Sicherheits-polizei (Security Police) and of the customs authorities are being conducted secretly, at present.

TRANSLATION OF DOCUMENT No. NE-1085
CONTINUED

15 August 1938.

I.G. Berlin M. 7
Unter den Linden 82

To the I.G. Farbenindustrie Aktiengesellschaft
(Farben's sales Department covering Roumania) Farbenverkauf Rumänien
c/o Herr SCHLATTER.

Frankfurt (Main) 20

Your File Nos.	Our letter dated	Our File No. Economic Political Section t/re	Date 15 Aug. 1938.
----------------	---------------------	---	-----------------------

Subject: Roumania.

Confidential

My dear Herr SCHLATTER:

Enclosed we are sending you the Roumanil-locust ants
which were sent to us by courier. We would appreciate it
if we would get a copy of the Roumanil of Federal interest.

Heil Hitler!

Druckerei: Deutsche Abteilung
(Economic Political Section)

handwritten: O 1
H.

signature: J. St. T. H. H.

By registered mail:

Dr. J. St. T. H. H.

illegible initials.

Eni-isaro-i Tirlan² 7 W. not 1930 2009 9

reduction of customer receivables to 60 million by
the first half of 1991.

Pursuant to a report, the Ministry of Finance
 ordered a November 1940 to be sent to the Romanian
 branch of the I.C.P. (Romanian) A.S., the
 "Re-ville A.S.", at present, is the source of
 which a bundle of documents on 10 of our
 books were confiscated. In the report states,
 the firm "Re-ville" was said to have imported
 huge quantities of goods without paying duty,
 thus causing the Government a loss of 50 million
 lei.

TRANSFERRING TO LOCKPORT, 1-10
3. 01.000

I.G. BAUMERT WAGNER KUNSTGEWERBSCHAFT, FRANKFURT (AM)

24 October 1958

1. C. F. Reinhardt, Industri-
sollos, St. O. G. Arr. Dir.
(Manager) Dr. H. L. S. - Dr.

Geyer, Künster,
Dr. H. L. S. - Dr.

[illegible]

I. O. 1000-10000, 10000-10000
cellulose, 10000-10000
Section, 10000-10000

1. Dept. of Agriculture, Division of
Soil Conservation, Forest Protection
Department, Washington, D.C.

Journal of Interpersonal Violence

© 2000 Blackwell Science Ltd

Subject: _____

~~Return of the unrecalled - 1964-65~~

Biological - the same, with the copy of report of War Relocation Authority dated 7 October 1935. A note to state in this connection that the transfer of the investigation to the latter organization could be prevented in the future according to a telephone conversation with the undersigned.

UNIVERSITY OF TORONTO LIBRARY
130 St. George Street
Toronto, Ontario M5S 1A5

(page 1 of original, cont'd)

with Corr 101 211A.

UNIVERSITY OF TORONTO LIBRARY
(JUDICIAL BRANCH, PARISH).

Signature - von RASCH, 1971.

To: Mr. J. H. HARRIS,
" " Mr. J. H. HARRIS,
" " Mr. J. H. HARRIS,
" " Mr. J. H. HARRIS.

Enclosure.

64.1

The Management of the firm

D r u i g e r - L/S

Copenhagen D.

Confidential

A/T 22 September 1935.

Cl 26 September 1935

Reponse :

We wish to thank you for sending us the newspaper clipping of the "Politiken", dealing among other things with our Romanian Selling Agencies. The objections in question were raised in the first place against the sales office of the Poron, the "Geceni" in Bucharest this being an actual case of vengeance of discharged Jewish employees. Your reply to the journalist in question, that the I.G. Franchimont is a firm of representatives, engaged themselves in no way with political and exclusively with business affairs, was absolutely correct. After all, in the following case of dispute no proof at all could be submitted to the contrary, so that the matter may be probably filed very in the quickest manner.

Yours truly,

Very sincerely,

signed Dr. ARTHUR SCHUBERT: pps.
HULLER.

I.G. Franchimont & Co.

signed Dr. (HAYES).

AS-1341848AT 2016 NO PAGE COST

30 September 1958

1/22

1.5.

To the Warren 3-125 Office for Northern
California

- to Frankfurt. - 1/3 in.

Strictly confidential

These Polonium compounds are highly toxic and are used by the "I.G." in Russia.

Your circular letter dated 21 August 1935.

On the occasion of your lecture, referring to above, we had to inform you, that in the "Frankfurter Zeitung" of 22 September a report of the correspondence of the League News was published according to the basis of the "Frankfurter Zeitung" which largely and the Minister for Foreign Affairs, Krieger, to the Reichstag and the Reichstag with the Reichstag. In this announcement - among other things - there is a paragraph describing the alleged support of the I.G. and the very important quantities of petroleum and grain of Germany. A translation of this paragraph reads as follows:

"One unfortunate aspect of the fact that Germany did not come
since 1944 to exert the abilities of potentia- and again in
Germany. The same was also captured when by Rieferscheidt the
beginning of this year - against the "Eiserner Garde" (Iron Guard),
which was aided financially by Germany through the I.G. Foreign-
subsidy and in addition to that, the situation on Germany
was also the result of the Germanization of the, - which
which must trust in the future."

In compliance with your wish to the sending you any books of the newspaper in question.

· 12 · 中国农村合作化运动史话

Shelton, S.
Wichita, Kansas.

TRANSLATION OF DOCUMENT No. HI-1085
COMPLETED

CERTIFICATION OF TRANSLATION

6 June 1947

I, Mary Black FERRY, No. 20 136, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the original document No. HI-1085.

.....
Mary Black FERRY
No. 20 136.

DOCUMENT NO. NI-10648
(EXCERPT)

OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

The Department of State

BULLETIN

Vol. XIV, NO. 348

March 3, 1946

(page 3 of original)

Excerpts From Basic Postulates and General
Themes for German Propaganda Abroad

No. 27: General Instructions for Propaganda
Abroad
(laid down in FLS 3-2-43-

The chief aims of German propaganda abroad are:

1. Impairment of Anglo-American and Soviet powers of resistance, paralysis of the military spirit (Kriegswillen) of these countries, and the encouragement of the longing for peace in our enemies.

2. Splitting and impairment of the alliance among Britain, the United States and the Soviet Union.

3. Convincing the world of the sure victory of the Tripartite Powers and the inevitable defeat of our enemies.

4. Maintenance and intensification (Vertiefung) of the fear of the Bolshevik danger on the part of Europe and the rest of the world. The triumph of our enemies would mean the Bolshevization of Europe and the world.

This is the first instalment of excerpts taken from a book of propaganda directives, Standruthesen und Richtlinien, issued by the * Chief of Propaganda on the Staff of the Minister for Foreign Affairs* of the German Government. In a foreword designated * Confidential ! * and dated Field Headquarters, 12 May 1943, this official, Dr. Megerle, states that the volume sets forth * the basic postulates and lines

(page 3 of original continued)

of propaganda abroad which have been laid down by the Minister for Foreign Affairs'.

The book contains 35 numbered " basic postulates " for German propaganda directed to or concerning most major areas and countries of the world. The order of the arrangement is somewhat arbitrary, postulates 1-10, 13, 15-17, and 27 being of general application. Others deal largely with individual countries, areas, or subjects.

The excerpts that are printed in this issue of the BULLETIN consist of postulate 27, the most comprehensive in scope; 1-10; 13; and 23, which has two parts--first, directives for the United States itself, and, second, directives for propaganda regarding the United States for material directed to all other areas.

The second instalment, to be printed in an early issue of the BULLETIN, will consist entirely of postulate 20, concerning propaganda to the United Kingdom.

(page 4 of original)

.....

DEPARTMENT OF STATE BULLETIN

III. To Europe:

.....

5. On the other hand, a victory for the Tripartite Powers and their allies, which are not divided by any dissensions, signifies (the following) for Europe:

(page 4 of original continued)

(a) Rescue from Bolshevism;

(b) An immediate and lasting peace. No non-European Power could plunge Europe into a war by maneuvers of one European Power against another. The fundamental British policy of maintaining a political Balance of Power in Europe has been outmoded by technical and other developments;

(c) An unexampled flourishing of culture and prosperity. The same is true for East Asia.

(d) A new and better Order in Europe under

(page 5 of original)

.....

GENERAL BASIC POSTULATES FOR PROPAGANDA ABROAD
(laid down under date of 29-12-41)

.....

No. 6

Germany and Italy, with their allies and friends, are protecting Europe by the expenditure of their blood from the annihilation and eternal slavery of Jewish Bolshevism. They are thereby saving European culture and have a claim to the gratitude of all European nations.

.....

(page 6 of original)

.....

No. 13: GENERAL BASIC POSTULATES
(laid down under date of 4-1-42)

The annihilation of two thirds of the American Fleet by Japan, and the heavy losses in ships caused the British

(page 6 of original continued)

by the Axis Powers, have altered the world situation fundamentally. Japan and her Allies are now fully a match for the combined Anglo-American Fleets.

.....

A. Ten basic postulates for propaganda directed to the United States of America - for general use.

.....

3. Roosevelt's pretension of fighting for the maintenance of democracy and liberty is a lie.

(page 7 of original)

.....

4. Democracy is only a screen and a slogan for Roosevelt. His methods of governing (fight against the Supreme Court and purposeful sidetracking and ignoring of Congress) show that he is aiming at dictatorship and has already practically set aside the ancient American Constitution. Roosevelt is liquidating American democracy. Today not much remains of the American way of life. Everywhere inroads by the State into the life of the individual are noticeable, free commerce and a free economy are being liquidated, and high taxes, frightful national debts, and inflation are the result. Roosevelt is opening the gates of America to Bolshevism, the destroyer of intelligence, freedom of expression, and private property.

.....

(page 7 of original continued)

8. Through the fault of Roosevelt, Stimson, Knox and Company, the American Army has already been beaten at the very beginning of the War. Roosevelt carried out his war policy, even though he knew that he was not equal militarily and materially to such an eventuality. The greatest part of the American Navy was destroyed in the Pacific, the naval bases were partly lost (Guam, Wake, and the Philippines), and partly heavily damaged (Hawaii). Air superiority had to be surrendered to the Japanese. The U-boats of the Axis are adding heavy losses in American shipping in the Atlantic. The American Army has no tradition, no experience in warfare, no modern instruction. It has not grown up (Sie steckt noch in den Kinderschuhen). Roosevelt, like Churchill, is a military dilettante. His military dilettantism and that of his Jews, and the strategy of colossal errors, are responsible for the American defeats. The defeat at Pearl Harbor is Roosevelt's defeat.

9. Roosevelt's astronomical rearmament figures are sheer bluff. The Americans can see for themselves that the success of the Rooseveltian rearmament program is impossible. Roosevelt will never be able to perform the promised assistance to England, the Soviet Union, China, Australia, de Gaulle, and South America, and simultaneously achieve rearmament at home, particularly because of raw materials shortages and the backwardness of the American armaments industry.

(page 7 of original continued)

The Japanese successes in East Asia alone take from America the bulk of the rubber, tungsten and tin supplies, which are indispensable to her rearmament. After several years the Brazilian rubber industry is just now going into production. The American rearmament industry is not so capable as Roosevelt contends. It lacks machines and experienced workers, and it suffers in addition from deficiencies in organization.

The comparison of the munitions production capacity and the military possibilities of America and Britain with those of the Tripartite Pact Powers and their allies, and the countries controlled by them speaks for itself, taking into account the industrial structure, munitions production capacity, tradition in armaments, and the number of highly qualified skilled workers:

(page 8 of original)

.....

The potential of Russian arms production has been weakened by the loss to Germany of the most valuable sections of the munitions industry.

Aside from shipyards, England and America have only a few significant munitions factories with any tradition, insufficient numbers of munitions workers, little experience in the production and testing of arms and munitions, too few armament technicians, an inadequate officers and non-commissioned officers corps, no experience in modern warfare, and no military tradition. Above all, they lack a clear, unified war aim.

(page 8 of original continued)

On the other side the Tripartite Pact Powers:

Germany and Italy in Europe, as well as the countries controlled by them, which all work for the armament and supply of Germany, Italy, and their allies:

About-----	400 million people
and Japan-----	<u>100 million people</u>
Total-----	500 million people

Thus the Tripartite Pact Powers have at their disposal the greatest munitions factories in the world with centuries-old tradition. Hundreds of thousands of competent technicians, munitions workers, a mighty officers and noncommissioned officers' corps with a long tradition of soldiery and vast experience in the conduct of modern war. Germany mobilized powerful reserves at home and abroad in the measures she took to conduct total war. And to this should be added the unified fighting spirit of the European nations fighting for their future.

The situation is similar with the Japanese. It follows that the Tripartite Pact Powers will in any event exceed the arms production of their opponents.

So far as raw materials are concerned, the Tripartite Pact Powers have at their disposal at least as great raw materials potentials as the British and Americans with their Russian allies, after the Anglo-Americans losses in raw materials sources in the Pacific, and the Soviet losses in Eastern Europe.

* .. CERTIFIED TRUE COPY *

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 20
Office of the Propaganda and Publicity Committee

Handwritten : 5

Our reference Date Page

Rubber Stamp: R 30 July 1943

To the members of the Propaganda
and Publicity Committee

"RIYET" department of the directorate	Leverkusen
Dyestuffs department of the directorate	Frankfurt
Chemicals department of the directorate	Frankfurt
Directorate-Department	Verdingen
Directorate-Department	Berlin NI 7
Office of the Commercial Committee	Berlin NI 7
Electrometall department	Bitterfeld
Directorate-Department	Biebrich

Subject : 42nd meeting of the Propaganda and Publicity Committee.

We take leave to submit for your kind attention a copy
of the minutes of the 42nd meeting of the Propaganda
and Publicity Committee.

Heil Hitler!

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

signature : Weigandt per pro Fischer

(Handwritten notes-partly short: 4);

B
4 c
Page 4 Hethdiller Cologne
Page 4 c
5 i
6 b
7 c

Strictly confidential

Minutes

of the 42nd meeting of the Propaganda and Publicity Committee,
21 July 1943 in the administrative building, Frankfurt on Main,

Agenda

Filing department
30 July 1943

- 1) Regulations of the Supreme Command of the Wehrmacht on publications of every sort.
- 2) Re-organization of economic propaganda abroad
- 3) Report on
 - a) internal I.G. information
 - b) new products
 - c) extended advertising measures
 - d) fairs and exhibitions
- 4) Substitute for the word 'propaganda'
 - a) alteration of the name "Propaganda Department"
 - b) alteration of the name "Propaganda Commission"
- 5) Certificates of quality
- 6) Printed Matter
 - a) approval for printing
 - b) pocket calendar
 - c) "Soil and Strength" calendar
 - d) agriculture and Technology
 - e) brochure "Our Garden"

7) Films

Present:

Weigandt
Birtz
Boehm
Fischer-Jone
Gutschlag
Haefliger
Hoyer
Ostwald
Passarge
Schnupp
Stroebele

Frankfurt on Main, Chairman
Leverkusen
Berlin SO 36
Frankfurt on Main
Troisdorf
Frankfurt on Main
Frankfurt on Main
Frankfurt on Main
Berlin
Biebrich
Ludwigshafen

excused:

Baacke
Berghardt
Otto
Uhl

Berlin NW 7
Frankfurt on Main
Berlin SO 36
Berlin SO 36

(page 2 of original)

The chairman greeted the assembled company, in particular those appearing for the first time at a meeting of the Propaganda and Publicity Committee

Birtz	(Pharma)
Boehm	(Lefa)
Gutschlag	(Troisdorf)

and pointed out in opening the meeting that, above all, the urgency of the two first items on the agenda

- 1) Regulations of the OKW. (Supreme Command of the Wehrmacht) on every sort of publication.

- 2) Re-organization of economic propaganda

Commercial

which are based on conflicting tendencies, has, after a long break, given rise to the necessity of holding another meeting of the Propaganda and Publicity Committee. Reigandt then passed on information on the letters from Dr. Zangen, leader of the Reich group for Industry, to Dr. von Schmitzler of 9 June 1943, and from Dr. von Schmitzler to the Committee, 16 June 1943, copies of which are appended. Fischer-Jensen reported on item 1) in accordance with the provisions of the secret communication sent separately to the Propaganda and Publicity Committee members. Following this Fischer-Jensen made a complete report on the plans for a reorganization of propaganda abroad. Through this action, which was the outcome of various discussions with the President of the Propaganda Council, the Foreign Office, the Ministry of Economy, the Propaganda Ministry and the OKW, German economic propaganda abroad was according to Zangen's letter, to take on a new aspect. The propaganda Ministry or the Propaganda Council would draw up some thesis which would be assimilated into the propaganda texts where practicable, as for example:

- 1) To destroy the erroneous belief in the alleged, unlimited potentialities of the Americans pertinently characterized by Professor Hunko as the "American nimbus",
(Contrast the German enormous potential, possibly making use of figures)
- 2) To expound convincingly Germany's export capacity and her will to produce fish, her status as leader and holder in European foreign economies during the war
- 3) To promote understanding abroad of Germany's economic and social post-war aims, (at the same time pulling to pieces the enemy's post-war plans, as for example the Hot Springs Plan, the Beveridge Plan and other projects and contrasting them and others with the new German Agricultural Planning scheme).
- 4) To cite the great German inventors, doctors, chemists, engineers, artists etc. as examples.

(page 2 of original, cont'd)

- 5) To refer to the more recent speeches of leading men, as for example Dietrich, Speer, Funk, whereby neither verbatim quotation nor reference to names are necessary.
(" The cultural factor of Europe, the most powerful creative force in the history of humanity".
" Europe's achievements in the spiritual development of the world are all-embracing."
" Europe created the world picture"
" When all is said and done it is to Europe that the occidental countries owe all that they now possess in the way of technical progress".)

(page 3 of original)

- 6) To make full use of, invalidate and refute immediately topical news of economic policy from the enemy powers or about the enemy.

The study group for foreign propaganda is charged accordingly by the authorities with the further conduct of the campaign under the Reich Department of German Propaganda experts, who have set up an Expert Advisory Council (Fachbeirat) to which Fischer-Jene has been appointed for I.G.

The Propaganda and Publicity Committee is agreed that the campaign must be supported.

In the meantime, on 29 June 1943 the Commercial Committee reached the following decision:

" Economic Publicity Abroad

Dr. von Schnitzler referred to the letter from the leader of the Reich Group for Industry of 9 June, sent to the members of the Commercial Committee with the note of the 16 instant. Fischer-Jene reported on the meeting of the Propaganda Board for German Economics, in which the question of the strengthened intercalation of German Economics was dealt with. It was agreed that the suggestion of the leader of the Reich Group for Industry should be complied with in the manner proposed by Dr. von Schnitzler and Fischer-Jene. It was decided to work out twelve drafts for advertisements which would cover all Sparten in accordance with the basic ideas of the campaign recommended by the Reich Group. The drafts shall be collected in the office of the Propaganda and Publicity Committee and, after general approval has been obtained, they shall be submitted to the competent authorities for expert opinion."

Fischer-Jene submitted 16 drafts of examples of appropriate advertisements which had already been shown, in part, to the Commercial Committee. The suggestions were subjected to critical review and from them were selected several which conformed with the requirements of the authorities and were at the same time adapted to the interests of I.G.

(page 3 of original, cont'd)

These, together with two each of the drafts, still to be drawn up by the Pharma, Agfa-Foto, Treisdorf and Kalle Spartes will, in accordance with the decision of the Commercial Committee, be presented to the Reich Group for Industry next week and also submitted to the meeting of the Experts Advisory Council (Fachbeirat) at the Offices of the Publicity Council arranged for the 28 July 1943. There too the drafts are to be critically reviewed and then, in collaboration with the "Propaganda pool of the Reich departments", be made over, together with the drafts to be supplied by other members of the Experts Advisory Council, as models to those firms concerned with foreign publicity.

Point 3) Report on

a) Instruction within I.G.

Weigandt reported that for the former name "I.G. internal publicity", in accordance with the actual problems of this organization, the designation "Instruction within I.G." has been substituted, and that this arrangement has, at the request of Geheimrat Schmitz, not only been retained, but extended to the members of the Vorstand and directors who do not reside locally. At the moment, of course, there are still only a few issues envisaged; it is, therefore, absolutely essential that the Spartes should make every effort to produce further new material from their several spheres.

(page 4 of original)

b) New products

The following are to be mentioned: Imitid-leather and Meltopran from Treisdorf and Sterilophan from Kalle.

c) Extended advertising measures.

Handwritten: The propaganda department is carrying out a timely "reminder" advertising campaign for Indanthren, Eulan and Remasit at home and abroad, and also a separate campaign for Eulan in Sweden. Moreover, Weigandt reported that, at the wish of the Fachrat, an anti-moth campaign will be opened, in which principally Movin-salt and insecticide are to be extensively placed on the market as protective agents for household use.

Collo

d) Fairs and exhibitions.

1) German Museum

Fischer-Jens reported that, at the special request of the German

(page 4 of original, cont'd)

/Soldiers

Museum, the Hall of Chemistry will provisionally be newly prepared for conducted parties of /school-children and students and we have contributed 5 glass cases. They offer only very limited opportunities for display of the products under consideration

dyestuffs, textile auxiliaries, synthetic raw materials, lacquer raw materials, Paint, Building materials, Maurit glue, light metals, pharmaceuticals, photographic materials, nitrogen

but the request of the German Museum for such a fulfillment of a demand created by the war should be unconditionally complied with.

2) The Plovdiv Fair and the Barcelona Fair

Fischer-Jeno reported on the participation of our Bulgarian agent in Plovdiv and of the FILME in Barcelona, both of which were worked out on the basis of detailed suggestions and plans from the Propaganda Department.

3) The Iwar Fair

Fischer-Jeno reported further that Germany is taking part officially in this Fair (contrary to the well-known decision, according to which neither Germany nor Italy will take part either officially or privately in International Exhibitions or Fairs). I.G. appears in its own I.G. pavilion with dyestuffs, pharmaceuticals, light metals and Porlon, and also in the German official department with Porlon and Agfa-Foto. The lay-out of the exhibition in the I.G. pavilion has been planned by the Propaganda Department, which will also carry it out. The plans finally laid down underwent a change at the instigation of Leverkusen, because of the request of the Reich authorities that our Atabrin should figure more largely.

- e) Schnapp reported, as a stimulus for other Spartes and works, on the experiences and great success, as far as work is concerned of the Kalle Propaganda Department in the utilization of internal-works publicity and works sports.

(page 5 of original)

4) Substitute for the word 'Propaganda'.

a) Change of the designation 'Propaganda Department' ('Leitung Propaganda').

Weigandt reported the contents of the letter from the Reich Headquarters (Leitung) of the Reich Propaganda Headquarters (Leitung) of the NSDAP, dated 30 June 1943, according to which the word Propaganda should not be used in connection with trade publicity to which letter Frankfurt a.M. (Ffm.) replied that steps were being taken to change the designation 'Propaganda Department'. Kalle, for instance, will also be faced with the same problem. The Proko agreed, in order to avoid misunderstandings, that the designation 'I.G. General publicity' ('I.G. Werbung allgemein') be chosen for Frankfurt, which in addition to its publicity for chemicals and dye stuffs, is mainly concerned in carrying out a joint publicity program of a general nature, e.g.

general I.G. participation in exhibitions and fairs
general I.G. advertising
management of the Proko

whereas Biebrich chose to adopt the designation 'Kalle Publicity' (" Kalle-Werbung ").

b) Change of the designation 'Propaganda and Publicity Commission'

No change will be made in the designation 'Proko' as it could be interpreted as the abbreviation of 'Products Publicity Commission' (Produktenwerbungskommission).

According to Herr Bints's report, Leverkusen likewise proposes to retain the designation 'Zentro'. In this case it has been shown in practice that nobody thinks of the original designation 'Central Propaganda' ('Zentral Propaganda') in connection with this abbreviation.

5) Trade Marks.

Fischer-Jone reported on the ruling of the Legal Committee at Leverkusen (RAL), according to which trade marks such as Indanthren and Eulan are common designations. In accordance with article 1 of the law concerning trade marks these are subject to the approval of the Ministry for Economic Affairs. We have succeeded, at least temporarily, in putting a stop to this activity, which was detrimental to our trade marks, and we expect that there will be no further interference while the war lasts. In any case the Propaganda department has decided not to grant any further permits for the use of combination labels.

(page 5 of original, cont'd)

6) Printed Matter.

a) Printing Licences.

Fischer-Jene reported that so far the experience of the Propaganda Department in connection with its printing orders has been satisfactory, and that in addition to pamphlets on chemicals, the printing works in Hoechst and Ludwigshafen are still continuing to concentrate on publicity material destined for abroad. Leverkusen is interested in this and will probably approach the Troko Office (Troko-Buero) regarding the placing of printing orders.

(page 6 of original)

The Propaganda Department has so far not experienced any difficulties in the preparation of labels for Indanthren, Ealan, Mannit Kaurit etc.

b) Pocket Calendars.

As is generally known, firms are still prohibited from issuing calendars. Next year, there will be only one standardized type of calendar, but even so, the manufacturing license has been cut down to 30% of the quantity supplied last year, so that I.G., which received only a minimum quantity last year, will to all intents and purposes be without a calendar for 1944.

c) Calendar ' Soil and Strength ' . (Scholle und Kraft).

d) Agriculture and Engineering.

e) Pamphlet ' Our Garden ' .

Stroebels reported that all efforts to get a prolongation of the license for the calendar ' Soil and Strength ' had to be given up as entirely hopeless, which is all the more strange, because a pamphlet issued by Ick & Cloggepary, of which a copy is in the possession of the Troko, has just recently been published in book form.

As regards Agriculture and Engineering, it has only been possible to obtain permission for the publication of a farewell edition.

A printing order for a reprint of the pamphlet ' Our Garden ' was placed abroad through the intermediary of the Troko Office; it was recently distributed for internal I.G. information.

(page 6 of original, cont'd)

7) Films

a) Landeskulturfilm, Berlin

The firm Landeskulturfilm Rolf Raffe, Berlin approached various I.G. departments with a view of getting them to participate in the production of a film entitled 'Chemistry, the Invisible Weapon' or 'Chemistry in the Life of the People'. In doing so the firm mentioned the Publicity Council (Werberat), the High Command of the Armed Forces, and the Reich Plenipotentiary for Chemistry, and stated that the film would be based on the book 'Chemistry, an Invisible Weapon' by Gole, published by the High Command of the Armed Forces. Messerger reported that this firm has not yet responded to the request to approach the News Service (Nachrichtendienst) for more detailed information. The Proko Office has already turned the proposition down, which action has been approved in a resolution of the Commercial Committee.

In this connection Fischer-Jone reported that at the present time there were plans for similar films, namely in the Reich Office for Economic Development (Reichsamt für Wirtschaftsaufbau). This Office had commissioned Professor Haffner-Richter to collect data concerning the Four Year Plan, which would include cultural and short films.

b) Karrit Glas (Karritlein) Instructional Film.

Fischer-Jone reported that Uerdingen had produced in cooperation with the Proko Office an instructional film for Karrit Glas publicity for the instruction of technicians, particularly artisans. It is a sound film, approximately 1500m. long and will be shown later on, early as

(page 7 of original)

a short film, in all European languages in the respective countries. The film was produced by Ufa, the film material being supplied by Agfa/Berlin.

c) Indanthren Publicity Sound Film

Fischer-Jone reported that Ufa is now producing an Indanthren Publicity Sound Film about 70 m. long (Cartoon in colour), entitled 'Deutschens' ('Choosing a Bride'). The film deals with the durability of fabrics and will be shown in Germany and abroad. Its showing abroad is made easier by the fact that the film, practically dispensed with any text and relies mainly on the pictures.

The subject of the film is the comparison between Indanthren dyed textiles and other textiles, the Publicity Council (Werberat) hesitated at first to agree to its production.

(page 7 of original, cont'd)

However our representations induced the Publicity Council (Verbarat) to set aside its reluctance, and merely to reserve for itself the right to examine the matter again in the event of any complaints being received. The material required for this film was supplied by Agfa.

d) Eulan Film : Beautiful, but harmful.

Fischer-Jene also reported on a project of the Propaganda Department. The film in question is a Eulan film in color, to be produced by Ufa. A start has already been made on the biological part of the film and later on this will be supplemented by showing the use of the Eulan process in the factories and its advantages to the public by recommending the purchase of Eulan treated merchandise. It was also proposed recently to include a reference to 'Hovin Salt'. The biological part of the film is expected to be approximately 450 m long; the necessary film material was supplied by Agfa.

Apart from this project, our Color Department (Coloristische Abteilung) in Hoechst is now working for Eulan on several short specialized Eulan films, each approximately 300 m in length, with a biological basis.

e) I.G. Film-Catalogue

Fischer-Jene requested that all 3 parties notify the Proke Office of all films produced in recent years in order to complete the I.G. Film Catalogue, and at the same indicate which of these could be made available for small, popular lectures or similar purposes.

Miscellaneous.

Ufa's communication, transmitted by Tassergo, soliciting advertisements for its periodical 'Film', which is published in Dulgria, was being passed on to Agfa-Foto.

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Showing of films

The following films were shown in the afternoon:

Hovin Film (Dragofa)
From Field to Pasture Land (Von der Wiese bis zur Weide)
(Dept. Agriculture IA)
Agfa Color Sound Film 'Merry Round Dance' (: Runder Reigen)
(Ufa)

Meeting closed at 16 o'clock.

Chairman:
signed: Reigandt

Recorded by:
signed: Ostwald

Enclosures: 2 copies

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN), 20
Office of the Propaganda and Publicity Committee
(Froko-Duero)

10 July 1944

To Members of Probe (Propaganda Commission)

Buyer Management Dept.	Leverhausen	
Management Dept. Dye-Staffs	Frankfurt	R 27 July 1944
Management Dept. Chemicals	Frankfurt	
Management Dept.	Urdingen	
Management Dept.	Berlin N/ 7	
Office of the Commercial Committee	Berlin N/ 7	
Dept. Electron Metal	Bitterfeld	
Management Department	Biobrich	

Subject: 43rd Meeting of the Proko

We enclose herewith for your perusal copy of minutes of the 43rd Proke Meeting of 5 July 1944.

Heil Hitler!

F.G. Feinmechanische Aktiengesellschaft

(signed): H. Fischer (signed) ex deputy
(i.v.) Ostwald

R 27 Jul. 1944

Minutes of the
43rd Meeting of the Propaganda and Publicity Committee on
5 July 1944, at 1000 a.m. in the administrative
building, Frankfurt a.M.
End 16:30 hours

Agenda

- 1)
 - a) Fischer-Jone's report on his trip to Turkey
 - b) I.G. Participation in the 1944 International Fair of 1944.
 - c) Construction of a new pavilion for I.G. participation in the 1945 International Fair.
- 2) Re-organization of economic publicity abroad.
- 3) Organization of Publicity in Germany
- 4)
 - a) Instruction within I.G.
 - b) Major publicity measures.
 - c) Fairs and exhibitions.
- 5) Films.

Present:

Veigandt	Frankfurt a/M.	Chairman
Daseke	Berlin NW 7	
Hinte	Leverkusen	
Dorgwardt	Frankfurt a/M	
Fischer-Jone	Frankfurt a/M	
Hoyer	Frankfurt a/M	
Catwald	Frankfurt a/M	
Schnupp	Biebrich	
Uhl	Berlin SO 36	

temporarily:

Hoernicke	Frankfurt a/M	Turkish
Schomberg	Leverkusen	Sales Department

Absent:

Boehm	Berlin SO 36
Gutschlag	Troisdorf
Haeffliger	Frankfurt a/M
Otto	Berlin SO 36
Passarge	Berlin NW 7
Stroebale	Ludwigshafen a/Rh

(page 2 of original)

1a) After the persons present had been welcomed by the chairman, Fischer-Jene reported about his Turkish trip, which was item on the agenda, giving a synopsis of his observations, experiences and negotiations in Istanbul, Izmir and Ankara. The present economic and political situation in Turkey, the measures carried out, or planned by the Turkish Government for popular education, industrialization and exploitation of natural resources, as well as other developments at which one can only guess at present, were of particular interest.

b) I.G. Participation in the Izmir International Fair of 1944.

Fischer-Jene reported that, in accordance with the result of the questionnaire circulated by I.G., the I.G.-pavillon will this year feature only Leverkusen with an exhibition of pharmaceuticals and Frankfurt with an exhibition of various groups of dyes, particular emphasis being placed on Indanthren. In compliance with a request by the Publicity Council, there will also be an exhibition of Lams in the official German section. The lessons were drawn from reports on hand about the 1943 fair (Atayola- Istanbul, Hueso-Izmir and Schenborg-Leverhausen); in particular, the exhibition space available will be enlarged by 49 sq.m. to a total size of 192 sq.m. by removing the gardenlay-out from, and putting a roof on, the inner court, thus including it in the exhibition space. Other shortcomings (ventilation etc.) will also be eradicated as far as possible. The Farben-exhibition, in order to counter-act the impression that it is the exhibition of a textiles firm, will have a fashion display with explanatory lectures. Permission was successfully obtained to build a dressing room and a cabin for conferences.

c) Construction of a new Pavillon for the I.G. section at the Izmir International Fair in 1945.

Fischer-Jene reported on the inadequacy of the I.G. Pavillon used up to the present. There is not sufficient space to offer all interested parties suitable exhibition facilities. Only a few parties, each reduced to the minimum, and crowded together were able to exhibit, while others had to drop out or find a place in the official German section. When the exhibition site was constructed, the location of our pavillon to the side of the main axis might have been termed favorable. Now, because of the luxuriant vegetation it is obscured and moreover, it is on the middle road away from the main stream of visitors, as a result of traffic developments.

Within the framework of general Turkish development, the Izmir fair is assuming an increasing importance, consideration of which coincides, also, with the desires of the Reich government. This has

(page 3 of original)

resulted in a plan, stimulated particularly by Leverkuson, for the erection of a new and favorably located I.G. Pavilion which would provide suitable representation for us, as I.G., and insure adequate exhibition space to our various Sparten. After long drawn-out negotiations and in competition with other countries (especially Switzerland and England) we were able to secure the ideal site for our purpose located in the best area for exhibition, namely on the main street and at the main entrance. It provides an exhibition space of 16 x 30, totalling 480 sq.m. The plans of the Propaganda and Publicity Office, which have been approved, for the construction of a new pavilion on this site by the beginning of the 1945 fair, provide above all, for the possibility of the wishes of the interested Sparten, with regard to the exhibition, being, at all times, considered to the widest possible extent. The division and sub-division of the movable wall can be determined to fit each individual case and the forms of exhibition may also be altered whenever necessary, i.e. choice of display on walls, cabins, stands, show-cases, etc. In addition, it will be possible to hold lectures, film and stage shows in the exhibition room. It is planned to have a window-display both to the left and to the right of the entrance, containing displays on three sides. Photographs of the plans (ground plan, interior and exterior view) are enclosed.

2) Re-organization of Economic publicity abroad

a) Lichtenhade made a report on the last discussion with the Publicity Council. It is agreed that the directives of the Publicity Council must be adhered to and that, apart from publications in the foreign press, advertisements in German Chamber of commerce papers abroad, in German technical periodicals, which are read abroad etc., must assume a new form.

In addition, the publicity campaign of our sales organizations abroad must be subjected to the re-organization, especially insofar as the German origin of the products to be publicized is known or can be made known.

If for specific reasons a German product is advertised abroad as a product of the country in question, exceptions may be made which must be decided on, separately, in each case. In order to carry out the complete re-organization of economic publicity abroad for the whole of I.G. advertising, all departments and subsidiaries concerned must be instructed accordingly.

- b) Fischer-Jane reported that, in accordance with official requests, an intensified publicity campaign is to be carried out in Turkey prior to, during and after the Izmir fair. This is to emphasize the special significance of the increased German participation in the fair as a manifestation of German economic strength and for the improvement of German-Turkish trade relations. It is the desire of the authorities

(page 4 of original)

that now, particularly in this, the decisive stage of the war, German economic endeavor and German economic and export capacity be shown to the whole world.

3) Publicity Campaign in Germany.

Bintz reported that the BAYER silhouette series "Confidence" appearing in Germany was termed ideal by the Publicity Council and that permission was granted to show slides with these subjects.

4) a) Report on Instruction within I.G.

Weigandt reported on the great and ever increasing difficulties in obtaining material. In the interests of sustaining this particularly desirable campaign, the members of the Propaganda and Publicity Meeting were again asked to make an intensive search in their Sparten for suitable material. It will undoubtedly be possible to deal with a further series of suitable topics, either new products or products improved or changed in the course of developments. In some cases it might be again possible to carry out a works experiment. In one or another particularly interesting field, where samples cannot be furnished, an informational treatise would be sufficient.

b) Increased Publicity Measures.

Leverhausen, in Germany:
BAYER silhouette series "Confidence"
Leverhausen, abroad:
New series "Consultation." (approved by Publicity Council)

The I.G. Department for general publicity is advertising Indanthron, Eulan and Ramolit at home and abroad to about the same extent as in the past year. A special campaign for Indanthron will be conducted in Turkey.

c) Fairs and Exhibitions.

Fischer-Jone reported that one show-case each for synthetics and buna had been set up in the German Museum. The other show-case intended for dyes and textile auxiliaries will also be made up when the material destroyed by terror raids has been reproduced.

The Publicity Council had inquired whether it would be possible to have a Chemical exhibition for the 1944 Barcelona fair similar in scope to the exhibition in Milan in 1936. Since the exhibits from Milan, which were stored in Frankfurt, have been destroyed, the request had to be refused. German participation in Barcelona was intended to

(page 5 of original)

counterbalance American participation. In order to accomplish this, only a first rate German chemical exhibition would have sufficed which, in the present circumstances, could hardly have been assembled, especially in the short time at our disposal.

Films

- 5) a) Fischer-Jene reported that completion of the Dulan-film " Beautiful but Harmful ", which is being filmed by Ufa, has been delayed. It is to be finished by the end of the year.
- b) 50 copies of the technicolor film " Looking for a Wife ", an advertisement for Indanthren, are being processed. The film is also to be shown at the Izmir fair.
- c) The Reich Institute for films and pictures is planning a film " Anti-Moth Campaign ", in which, in co-operation with Frankfurt, Dulan and Hevin will also be discussed.
- d) The Essigsäuregesellschaft has commissioned Ufa to make an advertising film for the return of used acetic acid bottles, namely : 200 copies of a cartoon about 80 m long.

The showing on the following day of the very interesting and, in their construction and manifoldness, impressive D.M.E.R. films once again gave rise to the wish that on such occasions, all Sparten should make their special achievements available to the Propaganda and Publicity Committee.

In addition, the suggestion was made from all sides that these meetings be convened more often and not merely on certain fixed dates.

7.1944 10 - 12 Showing of Films at the Exli, Hohenzollernstrasse 7

D.M.E.R. Films:

	Running time
Bridges	4 min.
The Electron Microscope in the Service of Medical Research	30 min.
Living Heritage	25 min.
Pedro the Soccer Player	10 min.
Who about Miss Huber	4 min.
The Farce in House 13	4 min.
Edith in Distress	5 min.
Light Advertisement	4 min.
Gay Dancing	20 min.

Chairman:
signed : Reigandt

For the record :
signed : Ostwald

CERTIFICATE OF TRANSLATION

7 July 1947

We, Victoria ORTON, No. 20 129, and John FOSBERY, No. 20 179,
heroby certify that we are thoroughly conversant with the English
and German languages and that the above is a true and correct
translation of the document No. NI-6657.

Victoria ORTON
No. 20 129

John FOSBERY
No. 20 179

TRANSLATION OF DOCUMENT No. 51-794
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

OFFICE OF CHIEF OF COUNSEL
CERTIFICATION OF SOURCE OF ORIGINAL
DOCUMENT

I, Nathan Rich, War Department, do hereby certify that the document numbered C-37 and dated 15 September 1939 was taken from the files of the Reichsstelle fuer Wirtschaftsausbau, located in the German Military Document Section, War Department.

23 May 1947 - - -

Date

Signature: Nathan Rich
NATHAN RICH

TRANSLATION OF DOCUMENT No. NI-7544
CONTINUED

(page 1 of original)
For official use only.

Supreme Command of the Wehrmacht
Stb Office of Military Economy
No. 4112/39

15 September 1939

To:
(See Distribution List.)

Subject: Order for the creation of a Military Economic Propaganda Office (M VII Ip).

1.)

Under the management of the Chief of the Office of Military Economy, in the Department of Military Economy, in Group VIII, a Military Economic Propaganda Office will be installed, to be taken over by the military economic administrator, Dr. REUTER.

- 2.) The task of the Military Economic Propaganda Office is the organization, administration and execution of propaganda as relevant to the tasks of the Stb Official Group, and in particular to the propaganda means of the Press, the radio, pamphlets and films.
- 3.) The Department for Wehrmacht Propaganda (M Tr) will handle the issue of instructions for the Press, radio and films and the distribution of pamphlets.

If so desired by the Department for Wehrmacht Propaganda or otherwise in accordance with a previous agreement with the Dept. for Wehrmacht Propaganda, the Chief of the Military Economic Propaganda Office shall take part in the Press conference of the Reich Government. Direct instructions to suitable organs of the Press shall be handled in close agreement with the Department for Wehrmacht Propaganda.

The chief of the Military Economic Propaganda Office works in close cooperation with the Department for Wehrmacht Propaganda II, Lieut.-Col. FESSE, who in addition to his other tasks has that of the Stb's representative in the Department for Wehrmacht Propaganda.

The method of cooperation with the Department for Wehrmacht Propaganda is that in the sphere of military economic propaganda the collection of the material is the responsibility of the Stb and the Department for Wehrmacht Propaganda undertakes to carry out the propaganda on the material delivered. For military economic propaganda the Department for Wehrmacht propaganda, for their part, make use of the Military Economic Propaganda Office.

(Page 2 of original)

Commencement of work for the achievement of the individual propaganda aims must take place in accordance with the instructions of the Department for Wehrmacht Propaganda.

The 5th also gives material which appears and which is suitable for propaganda purposes but not economic to the Department for Wehrmacht Propaganda for exploitation.

For the military economic propaganda tasks, in particular those of economic warfare, the economic journals, in particular the Deutsche Volkswirt (German Economist) will be used as well as the daily press.

Quite apart from their influence on economy, they form a foundation for the work of the rest of the press and are also a suitable means of propaganda abroad.

- 4.) Group VIII will maintain contact with the Plenipotentiary General for Economics and the Industries in question, in particular the Economics Department (Wessert).
- 5.) The supply of materials is dealt with through
 - a) the departments of the firm, in particular the Section for Foreign Countries of the Department of Military Economy,
 - b) other suitable sources.
- 6.) Military Economy abroad:

In connection with military economy abroad, the Section for Foreign Countries of the Department for Military Economy shall currently select their material on the grounds of its suitability for propaganda purposes and shall present drafts of the propaganda in accordance with the instructions given to the Office of Military Economic Propaganda in the enclosure.

- 7.) German military economy:

5th Staff, Office of Military Economy Armaments Dept. and Raw Materials Dept. also direct their suggestions and material for propaganda from their sphere to the Office of Military Economy in the same way. The Office of Military Economy must coordinate the principles of propaganda with the appropriate departments or with 5th Staff.

(page 3 of original)

- 8.) The processing of the propaganda material demands the utmost haste.
The proposals are to by-pass the registration department and to be sent directly to the Military Economic Propaganda Office, marked "Immediate." Any requests from the Military Economic Propaganda Office for personal discussion with the Sections for Foreign Countries are to be complied with.
- 9.) Correspondence is in general to be marked "NEED". The respective military authorities are to decide on deviations from this in special cases.

Signed in draft:

THOMAS

Certified correct:

Signature: KETTER/MW/
Lieut. Gen.

Distributors:

OK Wehrmacht Propaganda	= 1 plus 1 enclosure
OK Abroad	1 " 1 "
OK 5th Staff	4 " 1 " each
Office of Military Economy Ia ^L	1 " 1 " "
" " " " Ia ^M	1 " 1 " "
" " " " Ia ^H	1 " 1 " "
" " " " III	3 " 1 " "
" " " " IV	2 " 1 " "
" " " " V	7 " 1 " "
" " " " VI	3 " 1 " "
" " " " VII	2 " 1 " "
" " " " VIII	6 " 1 " " (1/5)
Military Armaments Dept.	5 " 1 " " Circulate
Military Raw Materials Dept.	5 " 1 " " Ia, 2, 1, 5
Reserve	3 " 1 " "
	45 plus 1 enclosure each

Initialed 17 September
Initialed 18 September

2541

(Stamp:)

5th (1/5) 12 September

18 September 1939

File ref.
No. 2267/39 no. 1

(page 4 of original)

Subjects for Economic Warfare Propaganda.

I. Basic subjects:

Basic principle : In Economic Warfare Propaganda also, the stress must be laid on the offensive, not on the defensive.

By showing up the weaknesses of the enemy's military and war economy, not only will his own front be demoralized, but confidence and will to resist will be strengthened on our side.

By a representation of the disadvantages and harm which the enemy causes to neutrals, and the advantages and gain on the other hand, which the neutrals have from us or from our support or could expect from us if we conquered them, they will be influenced against the enemy and in our favour.

There are thus three main objectives of the propaganda battle to be laid down :

1.) Against the enemy :

The urgent subjects which come under consideration are :

a) Against Poland :

The failure of the Polish armaments industry.
The almost total impossibility of English and French help.

The unfavourable nature of its communication arrangements, which run mainly north and south.

Poland's unvalued currency.

The excellent way in which the German and Polish economic structures complement each other, which must make the war appear senseless to the Polish people.

The superior position of the German worker in comparison to the Polish.

Stamp: Inclosure to No. 4112/39 Office of Military Economy J.M.

" Inclosure to No. 2262/39 J.Stb

(page 5 of original)

b) Against England:

Time works against England and for Germany.

England's losses as an economic power through the World War and the corresponding prospects as a result of the present war.

England's extraordinary dependence on her imports and the threat offered her by German military force.

The uncertainty of English currency in comparison to the stability of the German.

The role of the Jewish businessman capitalist type in England and its contrast to the German economic and social conditions. The shipwreck of Edward VII (Translator's query, "VIII"?), on the rocks of ancient English social influences and prejudices.

c) Against France:

Currently to be held back.

The following material is to be prepared.

Germany's desire to combine economically with France.

The decay of France in economic as well as in military strength and human life in the World War and now.

The narrowness to the frontier of the most important French armaments and military economic works.

The appearance of corruption in the French armaments industry.

Danger points in the French raw material supplies.

Capitalism as opposed to Socialism.

Blackening the attitude of the men of private means.

2.) The struggle over the neutrals:

The terrible sufferings of the neutral countries in the World War through France and England, their losses, restriction of the standard of living, trade difficulties, etc., but not on shipping losses.

Failure to pay the old war debt to America.

A victorious Germany will be a still bigger customer than before of the neutral States in particular; therefore the neutrals should not only continue to make deliveries to Germany as before, but should also boycott England.

TRANSLATION OF DOCUMENT No. I-7344
CONTINUED

(page 6 of original)

Germany can already take over parts of the English North-European trade and can make larger deliveries of vital industrial goods, e.g. coal, fodder;

North-European prospects of becoming export agents of blockaded Germany.

Possibility for transfer of taking over open English markets, if little war equipment is to be delivered to England from America and consequently England's own industry is to be fully employed for their own and not for export purposes.

3.) The strengthening of our own people's will to resist:

Eastern war soon completely open.

The tremendous possibilities of a mutually complementary economy in conjunction with Russia and the South-East.

The success of the Four-Year-Plan.

Germany's excellent grain supply.

The new raw materials and their great potentialities for further development, with which the substitute material industry of the world war cannot be compared at all.

The well-organized organization of the German war industry in contrast to 1914, and to that of the enemy even today.

The agricultural and industrial growth which has already started for Germany in Poland and is still to be expected.

Thereby position today quite different from 1914 and thereby more favorable outcome for us secured.

II. Cooperation:

Consideration of the national characteristics of the countries concerned:

It is the task of the Groups for Foreign Countries to make suggestions and statements on the basis of the make-up and mentality of the individual countries.

The close contact between all departments and groups concerned and the Military Economic Propaganda Office is a prerequisite for the speedy and systematic building up of military economic propaganda.

TRANSLATION OF DOCUMENT No. NI-7344
CONTINUED

CERTIFICATE OF TRANSLATION

4 September 1947

I, Patricia T.C. 'OOD, FTO No. 20 139, hereby certify that I
am a duly appointed translator for the English and German
languages and that the above is a true and correct translation
of the document No. NI-7344.

Patricia T.C. 'OOD
FTO No. 20 139

ORGANIZATION CHART OF I. G. BERLIN N.V.

MANAGEMENT DIR.DR. ILGNER
DEPUTY DIR.DR. KRUEGER

DIR.DR. FRANK-FAHLE

DIR.DR. FRANK-FAHLE

PROK. HELFERT

PROK. DR. GATTINEAU

MANAGE- RIAL DIVISION	LEGAL DIVISION
PROK. DR. KERSTEN	
H. BEV. GIERLICH	H. BEV. SILCHER
DR. RUEDIGER	

BUREAU OF THE CENTRAL COMMITTEE	
PROK. DIPL. ING. SCHWARTZ	
GROUP WEST	GROUP EAST
WALLOTH	H. BEV. SAXER
GASE DR. v. HUM- BOLDT VEERHOFF	LANDWEHR WAGNER

CENTRAL FINANCE ADMINISTRATION (ZEFI)					
PROK. DR. KERSTEN		H. BEV. RONG			DIHLMANN
FINANCIAL SECRETARIAT	FOREIGN EXCH. OFFICE	BOOK- KEEPING	CASHIER INVESTMENTS	CREDITS	EXPORT PROMOTION
H. BEV. GIERLICH	H. BEV. SCHERER	H. BEV. ACKERMANN	H. BEV. v. ABEL	H. BEV. RONG	DR. BACHEM
	DR. STREITZ MUELLER	BEHRENS		v. VELSEN	DR. BEICHERT

POLITICAL ECONOMY DEPT. (WIP)							
H. BEV. DR. TERHAAR							
I. G. ADVISORS							
DYES	CHEM. PURCH. D.A.C.	NITROGEN GASOLINE	BAYER	AGFA KALLE	LIAISON OFFICE	SALES PROMOTION	FORE DEP
H. BEV. MUELLER	DR. PRENT- ZEL	DR. v. d. HEYDE	DR. EICHNER	DR. NOACK	DR. NOACK	DR. AHLEMAN	

PROK. - PROKURIST
H. BEV. - HANDLUNGSBEVOLLMAECHTIGTER

83-

ORGANIZATION CHART OF I. G. BERLIN N.W. 7

EXCERPTS OF TRANSLATION OF DOCUMENT No NI-10702
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

MANAGEMENT DIR. DR. ILGNER
DEPUTY DIR. DR. KRUEGER

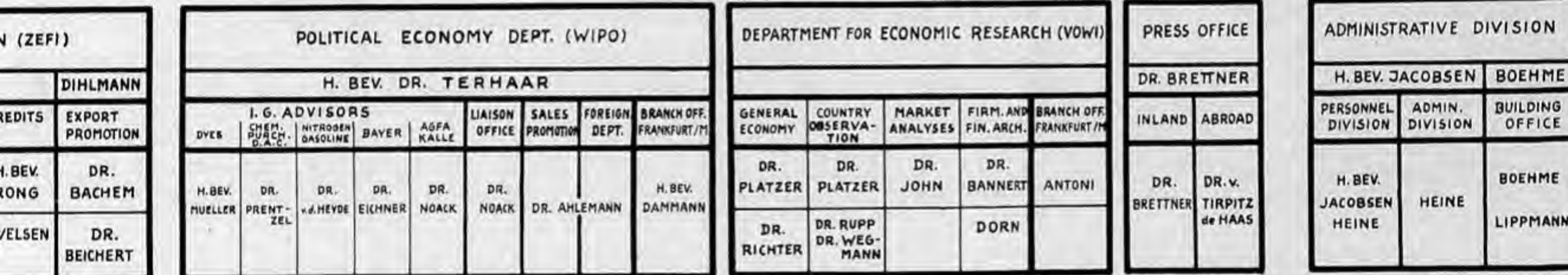
DIR. DR. KRUEGER

PROK. DR. GATTINEAU

MINISTERIAL ADVISER
DR. REITHINGER

PASSARGE

PROK. HELFERT



CERTIFICATE OF TRANSLATION

I, HENRY BIRNBAUM, A.G.O. No. D 229216, HEREBY CERTIFY THAT I AM THOROUGHLY CONVERSANT WITH THE ENGLISH AND GERMAN LANGUAGES, AND THAT THE ABOVE IS A TRUE AND CORRECT TRANSLATION OF PART OF A CHART PREPARED BY I. G. FARBEN ON THE ORGANIZATION OF BERLIN NW7, DATED 19 SEPTEMBER 1937 AND IS DOCUMENT No. NI-10702.

HENRY BIRNBAUM
AGO No. D 229216

Affidavit.

I, Erich MUELLER, Hamburg 1, Burchardstr. 23 II, after having been warned that I shall be liable to punishment for making a false statement, herewith declare the following under oath of my own free will and without coercion:

Since 1 April 1934 I was employed at the Office Berlin NW 7 of the I.G. Farbenindustrie A.G. From that date on I worked at the Military Economy Department. On 18 June 1936 I was appointed Handelsbevollmachtigter and in May 1939 deputy of the chief of the Military Economy Department. In 1944 I was given power of attorney. Through this activity I am in the position to make the following statements:

1. At the time when I joined the Wipo Dr. Heinrich GATTINEAU was chief of this department. He remained in this position until the beginning of 1938, i.e. until such time when he took over his duties in Fressburg. Even before that he had taken over some duties in Austria, but at the same time retained his position in Berlin and also continued to exercise control over the activities of the Wipo, and he had also to be informed on the matters of our department.
2. At the time when I joined the Wipo it had a staff of approx. 20 to 25 persons. This department was in a stage of development and expansion at that time, and I knew that before I entered the firm many other experts and assistants had been engaged since the fall of 1935. The development of this department continued, and in 1937 the number of the staff reached a maximum of approx. 40 persons, on which level it remained.
3. Approx. at the end of 1938 or the beginning of 1939, the Department (Referat) IX Military Economy was founded. This department was under the management of Mr. Erich v.d. HEIDE. Before that its tasks were for a short time looked after by Dr. Hellmut NOACK. I am not familiar with the activity of Mr. NOACK, since he was very independent and at that time discussed matters only with Dr. GATTINEAU. The Referat IX was organizationally and disciplinarily under the management of the Wipo, in practice however

....this department grew beyond the scope of the Office NW 7, through the nature of its tasks and activities. The reasons for this were that the matters of this department were treated so confidentially that they were only under the management of NW 7 and beyond that under the management of I.G. and only known to them in detail. The situation was for instance that Mr. v.d. HEYDE was the only Referat Chief of the Wipo who had access to the Head Office of the firm more easily and more often than all others. Mr.v.d. HEYDE's position was considerably strengthened by the nature of his tasks and also by his method of working. The problems of mobilization and other problems which he dealt with in this department, were kept secret from the beginning. It is obvious that the tasks and decrees which were dealt with in this connection, together with the generally known worldsituation, i.e. when the various crises of foreign policy arose, created, in every one of us, anxieties as to the development, i.e. as to the imminence of a war.

4. I cannot recall the exact date when and through whom I met Major BLOCH. The first one of the Office Berlin NW 7 to meet Major BLOCH was Dr. GATTNER.

5. Within the scope of his tasks as manager of the Referat IX and as Abwehr Officer Mr. v.d. HEYDE had to maintain liaison with various offices of the OKW, which I do not know in detail. During the war various agents and members of the I.G. abroad (I remember among others Mr. BIRK in Spain and Mr. von FLUEGGE in Turkey) reported, among other things, on ship movements. These reports were forwarded to the District Advisors of the Reich Ministry of Economics and the Foreign Office and also to Mr. v.d. HEYDE.

6. During the war it sometimes was the task of the Wipo, besides other matters to send the correspondence of the various sales departments, which was to be kept secret, to the Foreign Office with the request to forward this. This was done, because our own code was no longer considered safe.

7. Owing to my function within the Wipo I accompanied Mr. WAIBEL now and then on his visits at the Organization of Germans abroad of the NSDAP. The Wipo also conducted independent negotiations with this office now and then. The Central Finance Administration was also in contact with the Organization of Germans abroad in connection with its foreign exchange matters. The relation between Mr. Waibel and Mr. Bohle I could characterize best by saying that Mr. BOHLE and Mr. WAIBEL respected each other in their negotiations as powerful institutions.

I have carefully read each of the 3 (three) pages of this affidavit and countersigned it with my own hand, have made the necessary corrections in my own handwriting and initialed them, and I herewith declare under oath that I have stated the full truth in this affidavit to the best of my knowledge and belief.

signature: Erich Mueller

Sworn to and signed before me this 5th day of August 1947 at Nurnberg, Germany, by Erich MUELLER, Hamburg 1, Burchardstr. 22 II known to me to be the person making the above affidavit.

Otto Verker.

Otto VERKER,
US Civilian, AGO Nr. 4-446 385
Office of Chief Counsel for War
Crimes, U.S. War Department.

CERTIFICATE OF TRANSLATION

16 September 1947
I, BRIGITTE TURN, ETC No. 35130, hereby certify that I am a duly appointed translator for the English and German languages; and that the above is a true and correct translation of the document no. NI-9634.

BRIGITTE TURN
ETC 35130

AFFIDAVIT

I, Helmut MOORE, at present in Muenberg, after having been warned that I shall be liable to punishment for making a false statement, herewith declare the following under oath of my own free will and without coercion:

Since 1 May 1947 I have been employed at I.G. Berlin N. 7. At the beginning of August 1939 I was called up for military service. Until the end of the war I served as Technical Officer of the Signal Corps of the Air Force. During my service I always received the balance of my salary from the I.G., as was usual, and until now have not been formally dismissed. During the time of my military service from August 1939 until the end of the war I did not serve the I.G. in any capacity.

My entry in the I.G. Berlin N. 7 in 1937 was brought about through my acquaintance with Dr. Friedrich GATTINGAU. I have known Dr. GATTINGAU since 1928 through Privy Councillor DUISBURG at Leverkusen, in whose office I wanted to work at that time. Dr. GATTINGAU had applied for the same position, which he finally got. Until 1934 I continued to remain as advisor at the Reich Office for Employment Organization, whose task it was to give advice to former Wehrmacht and police force members and to find them civilian employment.

From 1934 on I was employed at the Reich Ministry of Economics. In 1947 Dr. GATTINGAU approached my superior, Ministerial Director WOLFF, on behalf of Dr. HUNTER, in order to obtain his approval on entering into negotiations with me concerning my engagement by I.G. I was taken on as Chief of the Office of Trade Policy at the Reich Ministry of Economics and Foreign Office, within the scope of the Political Economy Department, of which Dr. GATTINGAU was in charge as Prokurist.

The tasks of my Office of Trade Policy:

This liaison office had the task of collecting the requests of the sales combines for the current trade agreement negotiations with foreign countries and to forward them to the Reich Ministry of Economics or the Foreign Office, so that their interests could be represented. Actually the trade-policy requests were collected by the individual economic groups and forwarded to the Reich Ministry of Economics. In view of I.G.'s special position in regard to export it had been arranged, that the Liaison Office for Trade Policy of the IGO forwarded these requests directly to the Reich Ministry of Economics. The IGO, the Liaison Office for Trade Policy, collected the requests received by the Sales Combines for Dyestuffs, Medicals, Pharmaceuticals, etc., and partly also Nitrogen, and submitted these directly to the Reich Ministry of Economics.

(page 1 of original cont'd)

The result was sent to the Sales Combines in the same way.

In addition, current trade-policy problems were discussed with individual district advisers of the Polish Ministry of Economics and with some of the Foreign Office. All trade-policy findings were brought to the attention of the sales combines.

The relations with the Foreign Office were smaller - if to a lesser degree - to those with the Polish Ministry of Economics.

My tasks in the Department of the Directorate.

In the fall of 1938, following an internal reorganization at the IV, I was appointed Chief of the Department of the Directorate of IV. My activity consisted of making use of the minutes of the commercial sector and the mail records of

(page 2 of original)

IV: the management of fees for memberships of Chambers of Commerce and similar institutions at home and abroad; donations of various kinds; assistance to interesting personalities; keeping the index of interesting personalities, looking after guests of IV, as well as compiling the IV business report. This was all organizational work, particular for which were provided by the sales combines and individual works.

I.G. Verbindungen, German I.

Even before I joined I.G. there were I.G. Verbindungsmänner; as far as I can add one has to differentiate between two types. In the individual cities abroad, where I.G. sales departments existed, Verbindungsmänner were appointed, who continually made reports on a broad basis. These tasks were to be entrusted to especially qualified men who had received their training in Berlin IV. In most cases suitable men who were resident there were entrusted with such tasks, until sufficiently trained men could be provided. The reports of these Verbindungsmänner had nothing to do with the sales reports and reports by the I.G. Foreign Agents. The aim was the appointment of I.G. Trade Attaches, as I should like to call them, who were to report news on a wide basis, beyond the information which they reported. (Politics, Economic Policy, Defense Policy, Currency Policy, internal conditions and other interesting subjects.) Whether these reports came in regularly depended on the man appointed. The extent to which these reports were kept secret within the IV varied according to the nature of the reports. Of course there were reports and communications which were not distributed openly. Dr. GITTIG and TYPFEL handled particularly important communications of various kinds personally.

(page 2 of original cont'd)

Liaison with the Abwehr.

Other material, for instance that sent for BLOCH was in each case earmarked accordingly by Dr. GATTINER or Dr. TERNER, when distributing the mail. This applied to communications which in principle could be of interest to the OGC. Dr. GATTINER knew Major BLOCH of the Abwehr. I knew him from my former activity at the Reich Office for Employment-Organization, where BLOCH also worked until 1926 or 1927; I was appointed his successor. BLOCH then joined the Abwehr department of the Reich War Ministry, where he dealt with problems of Industry Abwehr, as he had the necessary economic experience. He was an officer in the first world war; GATTINER had connections with him and vice versa. When people from foreign countries came to Berlin in 1937, BLOCH particularly wanted to be told about it. Such connections were usually established by Dr. GATTINER. I myself was only superficially engaged in Abwehr problems, and only on Dr. GATTINER's instructions which he rarely gave. BLOCH was very keen on talking personally to foreign visitors of 1937. It can also be assumed that VCI currently provided him with material. Perhaps even with the lists of I.G. Farben-Management, who were particularly qualified for certain tasks. BLOCH was in constant touch with 1937. He was also socially invited to Dr. GATTINER's house. It sometimes happened that BLOCH asked that certain reports be made available to him.

I recall that in about 1938 BLOCH met, in the above mentioned manner, an I.G. representative from Holland. Afterwards the visitor came to me and told me that BLOCH had asked him to inform him on certain ship movements in the Amsterdam harbor. This gentleman, whose name I do not remember, was troubled by his conscience in regard to his business tasks, and asked me for advice. I warned him not to put anything down on paper or to deal with the order in the manner desired by BLOCH. I do not know whether my advice would have met with the approval of my superiors, as the connection with BLOCH was of an official nature.

Liaison with other offices.

I have known Baron v. FRIEDSTADT superficially ever since 1937. He was a Sackenburg nobleman who had no connections, especially to foreign countries. He had a great deal to do with the South-West business and the I.G. policy connected herewith. He was strongly supported by I.G.

(page 3 of original)

I also recall that BP DUBOW was often used for establishing connections with international personalities, especially in the West European territory.

I also know FLUGGE superficially. I know that he played a part in the Iran and Turkey business and furnished Berlin No 7 with suitable information. He was not in normal I.G. employ but worked on a fee basis.

v. MASSOW. We joined the staff of the I.G. Berlin No 7 at the end of 1937 or the beginning of 1938. His father was a high-ranking officer of the SS, through whom connections existed with Bulgarian Economic and Government Circles. His father's connections played a decisive part in the engagement of Dr. v. MASSOW.

I recall that at the end of 1938 or the beginning of 1939 various Landesgruppenleiter of the NSDAP, in as far as they took part in the Special Week for Germans abroad (Auslandswochen) which was held in Stuttgart, were invited to a dinner by I.G. Berlin No 7. This affected mostly those from South America (Argentina, Brazil etc.).

Members of the Foreign Office, the Organization of Germans abroad, and similar organizations were often guests of I.G. I remember such invitations, as for instance to the son of the Danish Foreign Minister at that time, MUNCH, and to the son of the Brazilian president VARGAS.

These suggestions for invitations were usually made by the Foreign Office or Government Officials, as these meetings with such personalities were considered more appropriate in the neutral ground of I.G.

In the course of the I.G.'s efforts to obtain footholds in governmental or semi-governmental institutions, in 1938/39 Dr. v. BUCHHEIM, of the B.I.W.A. was placed in the office of Mr. BUCHHEIM, head of the German-American Chamber of Commerce in the United States. The difficulty of paying Dr. v. BUCHHEIM's salary was overcome by increasing the I.G. fee to the Chamber of Commerce by the amount of the salary for Dr. v. BUCHHEIM.

I have carefully read each of the 3 (three) pages of this affidavit and countersigned it with my own hand, have made the necessary corrections in my own handwriting and initialed them, and I herewith declare under oath that I have stated the full truth in this affidavit to the best of my knowledge and belief.

Munich, 22 July 1947

Signature: Dr. Helmut NOCK
.....

TRANSLATION OF DOCUMENT No. NI-9512
CONTINUED

(page 3 of original cont'd)

Sworn to and signed before me this 22 day of July 1947 at
Palace of Justice, Nuremberg, Germany, by Helmut WACK,
known to me to be the person making the above affidavit.

Werner Lowald

Signature:.....
Werner LOWALD Interrogator
U.S. Civilian 194412

Office of Chief of Counsel for
War Crimes U.S. War Department.

CERTIFICATE OF TRANSLATION

11 September 1947

I, Brigitte TURK, AGO No. 35 130, hereby certify that I am
a duly appointed translator for the German and English
languages and that the above is a true and correct translation
of the document No. NI-9512.

.....
Brigitte TURK
AGO No. 35 130

AFFIDAVIT

I, Dr. Helmut NOCK, Wiesbaden, Eisenstrasse No. 3, Richard
Fischerstrasse 3, having been duly warned that I shall render myself
liable to punishment by making a false statement, herewith declare
the following on oath, of my own free will and without coercion:

I should like to state the following by way of supplementing
my affidavit of 22 July 1947:

1. In connection with the paragraph entitled connections with
Abwehr:

The occurrences mentioned in this paragraph had already taken
place before I joined Wipo, that is to say, I found matters
in this state when I came to Wipo on 1 May 1937. I cannot say
when the contact with the Abwehr officials was established. This
contact with Dr. BLOCH which was then maintained by Dr.
GATTINEAU was later taken over by Erich v.d. HEIDE when he
became Abwehr commissioner. The material passed on by Wipo
to Dr. BLOCH consisted, among other things, of reports from
I.C. Verbindungsgruppen which seemed to Dr. GATTINEAU to be of
interest for Dr. BLOCH's purposes. A copy of these reports
was regularly forwarded to Dr. BLOCH. The reports came to
Wipo via the S.d.K.... although they were sometimes sent direct
to Wipo, a fact which led to jurisdictional disputes with the
S.d.K.... Contact between Dr. BLOCH and people who were of interest
to him was generally established by way of invitations to
breakfasts or lunches during which Dr. BLOCH had the
opportunity to question the foreign representatives concerned.

Dr. BLOCH's work also consisted of recruiting people whom he
knew to be going abroad to carry out commissions for him. I
remember, for example, that in 1937 when I was going to
England, Dr. BLOCH asked me to bring back copies of English
military economic questionnaires for him and I knew that he
made similar requests to other people in connection

(page 2 of original)

with his duties in the Abwehr Department. It was from Dr.
BLOCH's wife that I obtained information on Dr. BLOCH's social
intercourse with Drs. HIGER and GATTINEAU. In connection with
the incident concerning maritime traffic in Amsterdam harbor
which I mentioned in my affidavit of 22 July 1947, I should like
to say

TRANSLATION OF DOCUMENT No. NI- 10558
CONTINUED

(Page 2 of original, cont'd.)

the following on the final statement: The sentence, "I am not sure whether my advice could have met with approval from my superiors since the connection with BLOCH was fostered officially" means, I thought that this advice was probably not in line with the wishes of Drs. GATTINEAU and ILGNER, since they both attributed great importance to these state duties.

I have carefully read each of the two pages of this affidavit and have countersigned them with my own hand. I have made the necessary corrections in my own handwriting and have countersigned them with my initials and I herewith declare on oath that to the best of my knowledge and belief, I have stated the absolute truth in this affidavit.

Signature Dr. Helmut NOACK
Signature

Sworn to and signed before me this 21st day of August 1947, at Muenberg, Germany, by Dr. Helmut NOACK, Wiesbaden, Tierstaedter Hoefe, Richard Wagner Strasse 3, known to me to be the person making the above affidavit.

(Signature) Otto VERSEN
OTTO VERSEN
U.S. Civilian AGO No. A 444385
Office of Chief of Counsel for
War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

19 September 1947

I, Samuel S. HORN, A-443113, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of Document No. NI-10558.

Samuel S. HORN
A-443113

TRANSLATION OF DOCUMENT NO. NI-5727
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Minutes of the 73rd mail discussion conference.

Secretariat-Department I
Kc/P.

10 August 1937
(in pencil: /15)

Present: Ilgner (Chairman)
Gattineau
Reithinger
Passarge
Jacobsen
Schwarte
Kerston (Recorder)
Dihlmann
Rong

Not on the agenda: Invitation of I.G. representatives abroad.

Ilgner states that it is intended to make a standing arrangement of the invitation of I.G. representatives abroad who are staying in Germany at the time. In the previous year this invitation had been introduced for the first time by Geheimrat SCHMITZ.

This year it is intended to send the invitations for the evening of the 20th August, following the meeting of the Commercial Committee. It should be ascertained beforehand whether this day suits the gentlemen in question. ILGNER requests proposals of names of representatives at I.G. Berlin NW who are to participate in this dinner.

Not on the agenda: Journey of Councillor of Legation Dr. RAHN to the Argentine.

Ilgner requests getting into touch with Dr. RAHN and supplying him with as many concrete suggestions as possible for the execution of his task. ILGNER requests GATTINEAU to arrange a meeting for him with Dr. RAHN before the latter's departure.

Not on the agenda: Tasks and responsibility of the Wipo (Political Economy Department) as liaison office with the authorities.

Ilgner points out the necessity of the different departments of the I.G. Berlin NW keeping in contact with each other, and especially with Wipo (Political Economy Department) and Vowi (Economics Department). Since Wipo is

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the sole agency responsible for I.G.'s contact with the authorities, it is necessary that all other departments of I.G. Berlin N. 7 collaborate with it in all questions dealing with this task in the same manner as do the Sales Combines and the other agencies of I.G. ILGNER asks the various executives to have this regulation put into force in a reasonable and appropriate manner. Negotiations with the Reichsbank form the only exception to this rule; these are carried out directly by the Central Finance Administration.

Not on the agenda: Journey notifications to the Management I.G. Berlin N. 7.

ILGNER directs that regular journeys, such as journeys of Sales Combine Officials of the Tipo to the Sales Combines, need not be submitted to the Management for special approval.

In ILGNER's absence notifications of journeys have to be submitted as follows:

- a) for Zeffi (Central Finance Department), Tipo (Political Economy Department), Vordt (Economic Department), Press Department and Administration Department:
to KRUEGER
- b) for Secretariat Department I, Legal Department and Secretariat Department II:
to FRANK-PAGE

ILGNER's approval is to be obtained in all cases of journeys abroad, the purpose of which goes beyond current business matters.

Not on the agenda: Meeting at Stuttgart.

No representation at the meeting of the German Foreign Countries Institute, Stuttgart from 11.-14 August 1937 is necessary. GATTMEIER and REITHINGER will take part in the meeting of the Foreign Organization of the NSDAP. at Stuttgart from 30 August until 5 September 1937.

Not on the agenda: Dr. REITHINGER's and Dr. v. TIRPITZ's journey to the Far East.

REITHINGER and v. TIRPITZ are not to separate in East Asia as originally intended but will remain together throughout the whole journey.

VI. Press Department.

The I.G. Handbook is to be prepared both in German as well as in other languages.

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Not on the Agenda: Instruction of national socialist editors.

PASSARGE reports on requests submitted to him to pass on to a few suitable national socialist editors for their own confidential information the reports and facts received by us from I.G. Vorkundungsmann. This matter is to be settled at a special meeting in which GATTIEU, REITHINGER, PASSARGE and KERSTEN will take part.

2. Information, Meeting of Reich Press Agency at Bitterfeld.

PASSARGE reports on the coming meeting of Reich Press Leaders at Bitterfeld for the discussion of general questions affecting press and industry. This is to be followed by an inspection of the works.

VII. Organization / Workers and Employees.

1. Factory Sports Association.

GATTIEU states that according to the rulings of the highest authorities for sports, the prizes offered in sports competitions should not be too valuable. Challenge trophies are to be donated in preference. The prizes, if possible, should not be made of metal but of German synthetic materials, perhaps amber etc.

Discussion of the remaining items on the agenda was postponed.

signed: Mgnor.

CERTIFICATE OF TRANSLATION

8 July 1947.

I, Arthur MICHAMMUS, Civ.No. 20 191, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-5727.

Arthur MICHAMMUS.
Civ.No. 20 191.

AFFIDAVIT

I, DR. ARTHUR REITHINGER, Muenchen-Bogenhausen-Ismaningerstr. 64/III, after having first been warned that I will be liable for punishment for making a false statement state herewith under oath, of my own free will and without coercion, the following:

1. Establishment of VOWI.

In the year 1929 Geheimrat (Privy Councillor) BOSCH and SCHMIDT of I.G. Farben had been convinced by the former State Secretary in the Cabinet EBERT and the expert for questions of disarmament in the League of Nations, Richard v. MOELLENDORFF, that an institute for research work ought to be founded after the model of the research institutes in America.

In September 1929 such a department was established by I.G. Farben in the Berlin N.W. 7 Office under Richard von MOELLENDORFF and Max ILGNER and called the Volkswirtschaftliche Abteilung (Economics Research Division), known as "VOWI". I was working for the Statistisches Reichsamt (Reich Statistical Office) at that time; and the head of the Statistisches Reichsamt, Dr. Ernst WAGEMANN, recommended me to the I.G. people to head up the new office. I understood from the I.G. people that the office had been established at the suggestion of Richard von MOELLENDORFF who was interested in the establishment of a general research organization which would do research and prepare statistics on general economic and social matters for Germany and countries outside Germany.

2. Activities and Functions of "VOWI".

From the date of its establishment and up until the middle '30s, "VOWI" did the following work: At the beginning we conceived of a book called "Volkswirtschaftlicher Elementarvergleich" (Comparison of Economic Figures), which set forth with respect to the most important countries in the world population and employment figures, raw material supplies, consumption figures and general financial and budgetary data. These figures were set forth on maps which were explained by legends.

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We showed for instance for the various countries the relations of various economic facts such as capital investment and raw materials to man-power etc., and the social implications of such figures. We also published during the following years: "Europa - Atlas" (Partly completed) 1932/35.
"Der Europäische Ausserhandel" 1931 - (Europe's Foreign Trade) compiled by Dr. Platzer.
"Stand & Ursachen der Deutschen Arbeitslosigkeit" 1932 (German unemployment, its situation and causes), compiled by Dr. Reithinger.
"Am Wendepunkt der Konjunktur" 1932 (The turning point of the Economic Crisis) compiled by Dr. Reithinger.
"Die Währungen der Welt" (The Currencies of the World) compiled by Dr. Kunze - 1932 or 33.
"Die Landwirtschaft und Stickstoffwirtschaft der Welt (Agriculture and Nitrogen Economy in the World) compiled by Dr. Klatt - 1935 - 1937.
Further important subjects were dealt with such as business cycles, currency and price movements, foreign trade developments, stock market forecastings, surveys of important industries and of prominent business enterprises. From 1934/35 until 1944, Department IV (Dr. WAGEMANN later Dr. JUNK and JAHNKE, ZIEGLER and

KRAUSE) compiled many analyses on special aspects of production and consumption of chemical products, analyses of consumer industries, and surveys of the chemical trade in most countries of the world. Simultaneously, from 1930 onwards, the following periodical publications were prepared:

- a) "Wirtschaftsnachrichten" (Economic News), a weekly analysis of important economic subjects such as business cycles, currency and price movements, stock market forecastings, surveys of important industries and of prominent business enterprises.
- b) "Zur Freisage" (Monthly reports on International price movements).
- c) "Rohstoffblaetter" (Monthly graphics analyzing the market situation of the 24 most important raw materials).
- d) "Zur Währungsage" (Monthly reports on the International currency situation).

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- e) "Währungsblaetter" (Monthly graphics analyzing the situation of the most important currencies in the world).
 - f) "Weltwirtschaftliches Taschenbuch" (Pocket-book of International Economics, yearly) compiled by Reithinger, Platzer and Rupp.
- The Firmenarchiv (Archive of firms) which was established by Dr. Jannert in 1926 or 1927 and became later Department IV of VOWI published analyses of balance sheets and descriptions of firms of the chemical and related industries.

Before 1939 VOWI did no or very little work directly for the Wehrmacht including the Wehrwirtschaftsstab, the OKW/Abwehr or any other sections of the Wehrmacht. There is, however, the possibility that VOWI reports were given to one of the before mentioned agencies due to personal connections of experts of my staff with those of these gov. offices. The WIFO or any other leading I.G. personality could ask us to prepare reports on various questions without telling us that the Wehrmacht or some other government office wanted the report. Relations between VOWI and WIFO were very strained and the WIFO people were afraid that if they gave VOWI the name of the person who had requested the information that VOWI would deal directly with that person or with his Agency and that this would endanger the monopoly of WIFO regarding its dealings with governmental agencies. I do not know how many of WIFO's questions came from the Wehrmacht. After my return from the Far East - I was away from the office from November 1937 to December 1938 - I was informed by Dr. HATZER, one of my deputies, that several reports on general conditions in Czechoslovakia and a compilation of Czech industrial and commercial firms had been asked for. Obviously, that question was not, for example, for our Dyestuffs' Sales Combine, so that they could improve their sales in Czechoslovakia as the sales people would have asked VOWI for the information directly. We received repeatedly such requests from WIFO prior to 1939.

Because of this attitude of WIFO, my knowledge of individual personalities in the various ministries is relatively small. I did know, however; a) of the Trade Policy Department of the Reichswirtschafts-

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Ministerium (Economic Ministry): Ministerial Dirigent (Ministerial Director) - REINHARDT. His assistants:

Reichsbankrat (Reichsbank Counselor) - TUENGELE
Reichsratsrat (Govt. Counsellor) - KREIS
Ministerialrat (Min. Counsellor) - Dr. LANDWEHR
Dr. IMHOFF

Dr. JOESTEN
Dr. SCHLOTTERER

b) of the Foreign Office: Ministerial Director HITTER and Ministers CLODIUS and SCHUMMER who were well known to Deputy Director KRUEGER of I.G. NW 7 and received from him VOWI work.

Although VOWI did not get requests from the Wehrmacht, we did get inquiries from the Reichswirtschaftsministerium (Economics Ministry), Auswaertige Amt (Foreign Office), and, occasionally, from the Speer Ministry and the Office of the Four Year Plan. These inquiries dealt with foreign trade figures, foreign production and consumption figures etc. These statistics should have been given by the Statistisches Reichsamt (Reich Statistical Office). Since, however, such inquiries to the latter office would have required days or weeks for reply, because of the bureaucratic nature of that organization, the experts of the ministries used VOWI as an information office. VOWI could give these answers in a few minutes over the telephone because of our up-to-date figures and card indexes.

3. War-Time Activities of VOWI.

After the outbreak of war, the Deputy Director of the Berlin N.W. 7 Office, Dr. KRUEGER, came to see me and told me that the OKW had decided to take over the VOWI and all its records, and that it would be attached to the Wehrwirtschaftsstab. KRUEGER said that he had persuaded the OKW not to take over VOWI by offering them my personnel and the assistance of my organization. Thus, he succeeded in dissuading the OKW from this requisition and had to promise that a special board of collaborators would do the work they were charged with. This proved wise, since subsequently the supreme command of the navy, the supreme command of the

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air force and the SS also tried to take advantage of the VOWI for their own purposes. So I could refuse them saying that according to the orders of the OKW the papers were not to be handed out to other offices.

KRUEGER had told me that a number of my top assistants would have to work for the OKW. I prepared a list of my experts and younger statisticians who would be available for OKW work. I put as many of them on the list as possible because otherwise they would have been drafted for military service. The following people were on my list:

REITHINGER, Anton	JANNERT, Hans
RUFF, Franz	DOHN, Alexander
PLATNER, Hans	ANTONI, Paul
HUELE, Fritz	WIESENBERG, Gerhard
KERKOW, Fritz (?)	SEIDEL, Herbert
FERNAU	FUEZ
GEAUBERT	KOLLE
JOHN, Fritz	GIESSE
ZIEHNER, Ludwig	AEHL
LORENZ, Helmut	STENFEL, Erich
	KNINA

At the time that these people were drafted for work, my staff, excluding clerical help and minor statisticians, consisted of about 35 scientists, statisticians and archivists.

Orders from the OKW to prepare reports on various economic and military matters abroad were executed by the gentlemen named above who were drafted for the work. These surveys were made in 4 copies all of which were handed on to the OKW. However, the expert preparing the report made a 5th copy which he kept with his personal file. The most accurate source of information on these reports would be Major Dr. BAUER, the head of the Archives of the Wehrwirtschaftsstab (Military Economics Staff/OKW). For the most part the various people in the Wehrwirtschaftsstab called my scientific staff directly and gave them direct assignments. As I was also often absent from the office on business trips, I did not always know of these assignments. Sometimes the people in the OKW would call me. Very frequently after the outbreak of war, Col. MATZKY, Major THOITSCHE and eight or nine others in the Wehrwirtschaftsstab would call VOWI for information. Generally, the reports prepared for the OKW consisted of:

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1. Investigations of raw material supplies including agricultural products, textiles, metals, rubber and mineral oil.
2. Investigations of the foreign trade of the belligerent great powers and the neutrals.
3. The Chemical Products and Markets Branch of the VOWI was repeatedly asked for estimates of nitrogen and explosives capacities of plants in the whole world especially in England, United States and Russia. Dr. KRAUSE was in charge of this. A list of all orders given by the OKW to the VOWI ought to be in the library at Berlin, Brunnenstrasse 188-190.

More specifically, at the end of 1940, the Wehrmacht people asked us to prepare a report giving the production capacity in the United States and Russia for nitrogen and explosives. On the basis of the available material, VOWI prepared such a report listing all of the factories producing nitrogen and explosives in those countries and indicating the town or city in which such factories were located. During 1940 and 1941 we also prepared balance sheets on the raw material supplies of the great powers with whom we were and might go to war indicating their production capacity in metals, rubber, oil and sulphuric acid. We also prepared a report giving aluminum producing and magnesium producing capacity for all countries of the world. I remember also that DORN in 1940 prepared a report on the oil situation throughout the world and made a special one for Rumania and the Ukraine.

Most of these reports were prepared at the directions of the above-mentioned officers of the Wehrwirtschaftsstab and later of Major BAUER. These statistics covered the fields of aluminum, nitrogen and explosives' production. Figures were given according to countries, firms and plants. Until 1943, a staff of about 10 people was working almost exclusively on these projects. VOWI also made up statistics on the foreign trade of enemy and neutral countries. VOWI had up to date statistics up to the outbreak of the war. Due to war conditions this got to be rather difficult after 1939, and attempts were made to supplement this information from the files of the Office of the Four Year Plan. This was possible as a large number of the people working in the Office of the

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Four Year Plan were I.G. men. The Office of the Four Year Plan had access to secret military information and in this way VOWI files, in particular those dealing with aluminum, magnesium, nitrogen, sulphuric acid, rayon and synthetic wool, could in some cases be kept up to date.

I have carefully read each of the seven pages (7) of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(Signed) ANTON REITHINGER

Sworn to and signed before me this 3rd day of February 1947 at Muenberg, Germany by Dr. ANTON REITHINGER, known to me to be the person making the above affidavit.

(Signed) ALBERT G.D.LEVY

ALBERT G.D.LEVY
U.S.Civilian D 434708
Attorney of the Economic Division
Office of Chief of Counsel for
War Crimes
U.S. War Department

CERTIFICATE OF COPY

I, ALBERT G.D.LEVY, AGO D 434708, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct copy of Document No. HI-4875.

ALBERT G.D.LEVY,
U.S.Civilian,
AGO D 434708

TRANSLATION OF DOCUMENT NO. HI-4926
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

AFFIDAVIT

I, Dr. Kurt FRUEGER, presently at Nurnberg, after having been warned that I would be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

I was born on the 3rd of February, 1894 in Quierschield, and am of the Lutheran faith. I have graduated from high school and studied at the technical colleges in Munich and Berlin and at the universities in Berlin and Greifswald. I was a soldier during the war from 1914 to 1918. In 1920 I got my law degree, and after that I worked as unpaid clerk at Arnhold Brothers and at the Allgemeine Frouhand Aktiengesellschaft. In 1921 I became Prokurist at the Allgemeine Frouhand Aktiengesellschaft.

In 1923 I was hired by the Deutsche Leanderbank to carry out a reorganization of their enterprise, and later on I became the head of the Secretariat and a director of the firm.

According to my memory, it was in 1928 that I joined the Central Finance Department of I.G. Farbenindustrie which had been established by Dr. Max ILGNER in 1926-27 in Berlin NW 7 in the house of Leanderbank. I was a co-worker of ILGNER there, became Prokurist of I.G. soon after that, and received, as I remember, the title Director in 1934. I helped to build up the Central Finance Department, and also was the Deputy of ILGNER in the other departments of the NW 7 organization which were later on built up around the Central Finance Department.

In October, 1944, I changed over to the Nitrogen Synthesis in order to get acquainted with the work as successor of the manager, Dr. Heinrich OSTER. My position as Deputy Chief of I.G. Berlin NW 7 and my knowledge of its activities up to 1944 enable me to make the following statements:

The Berlin NW 7 organization of I.G. Farben was conceived as a central point for the widespread financial and commercial interests of I.G. It was the sole and personal creation of ILGNER who founded it more or less against the resistance of the Vorstand of I.G. and who continually expanded it. The economic development in Germany, especially after 1933 with the beginning of the state-guided economy caused this organization to assume gradually more importance after all then had been expected by its critics.

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These circumstances fitted well with Dr. ILGNER's attempts to create with his organization, within and outside I.G., a platform for his highly ambitious personal plans. ILGNER had great ambitions, but greater still was his conviction that he had a vocation to do great things, as well as his unusual desire for acclaim and acknowledgement which drove him to try to play a role in public life. His activities were therefore never restricted to the work within the I.G., but he always strove out of the confines of the firm into the field of general economy, where, in committees and advisory councils, partially initiated and created by him-

TRANSLATION OF DOCUMENT NO. NI-4928
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES.

self, he sought his real field of work and to which he then gave more interest and time than to his work within the I.G. (Wirtschaftsfuerrerkreis, Carl SCHURZ Gesellschaft, International Chamber of Commerce, Mitteleuropaeischer Wirtschaftstag, Southeastern European Committee of German Industry, etc.). He made a habit of using to a large extent the offices in Berlin NW 7 that he had created and their personnel for

his tasks which had more general aims. He continually called upon the Volkswirtschaftliche Abteilung (VOVI) particularly to complete economic tasks which went far beyond the closer interests of I.G. (International stabilization of currency, industrialization of agrarian countries, project on roads in the Danube, Rumania). This department was intended since its foundation, which was probably in 1928, not only for I.G. purpose, but as an institute serving the whole of German and non-German economy which should concern itself with all current questions of world economy and which should stipulate an active exchange of thoughts and material with similar institutions in Germany and abroad. (This idea, which ILGNER completely made his own, originally came from Richard von KELLERBORN, and was, in my opinion, adopted by him to gain reputation and standing in public life). The publications of VOWI found general acclaim, the demand for them grew steadily, so that the number of orders for special reports, which came from the outside more than from I.G., increased.

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ILGNER used the first of the more important publications, the "Europa Atlas", as well as all later important VOWI publications with general economic importance, as his personal calling card. In ILGNER's appearance and work, a trend serving to identify his own personal interests with the business interests of I.G. could be detected, so it can be said that his private and business interests did not appear to be distinct from each other, but rather seemed to be fused. After Hitler took over the government, ILGNER followed the new trend with "Flags and coats of arms flying", and tried to make connections in order to "be there" and to be able to take part. However, it cannot really be disputed that he had the hope to be able to influence developments in a way favorable to the German economy. In conformity with this attitude, he made haste to carry out the introduction of the institutions and outward forms of the Nazi regime (May Day celebration, "German salute", flags, competition for the 'Gold Banner', etc.). However, this was not only ILGNER's endeavor, but that of the whole leadership of I.G. (Vorstand and Directorate), who in this way tried to secure the interests of I.G. which they thought threatened under the new regime, with which they felt had a bad name. The tendency to ingratiate with the new power showed itself everywhere. The entry into the Party and its various organizations of the largest possible number of people of the I.G. leadership, and the granting of requests for financial aid brought to them, were regarded as suitable means to this end. I was under the impression that, at least in the first months, the possibility of being able to make contributions was quite favorably looked upon in the hope of creating favorable feelings toward the I.G. This policy of making contributions was a matter for decision by the Vorstand, later by the Central Committee, which had to approve the larger contributions. These up to, as I recall, 2000 marks could be made at the discretion of the local managements in individual cases.

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The various works managements looked for suitable men for liaison with the new government and party agencies who, on the basis of any previously made connections, could make connections for them now. This part was played in Frankfurt by Dr. STEIN, who was an old party member, and in Berlin by Dr. Heinrich GATTINEAU, who had connections to the S.A. and was a member of it. According to my knowledge, GATTINEAU brought several requests from party organizations, of which I can at present only remember a larger contribution for uniforms for the S.A. in 1933 or spring 1934, as well as the financing of the purchase of a part of the Bismarck Haus in Munich (which was carried out by the Landorbank).

I cannot say whether the connection which ILGNER sought at the Ministry of Propaganda, and which he found in form of his membership of the Wirtschaftsfuehrerkreis at this ministry, was brought about by GATTINEAU. However, the first trip that ILGNER made in this connection in the spring of 1933, to Scandinavia and the Baltic Countries, was together with GATTINEAU.

It was the purpose of the Wirtschaftsfuehrerkreis to use the prestige which the men of the German economy had abroad to popularize the Third Reich thereby. In these travels, which made possible the establishment and strengthening of ties to economic and official circles abroad, they gave interviews in which they particularly stressed those sides of the Third Reich approved of and tried to minimize those that had already been criticized as being negative. Due to the fact that they were not representatives of official party organizations but personalities which up to that time had been regarded as more or less indifferent to parties, an especially favorable effect of this propaganda could rightly be expected. Geheimrat SCHMIDT also sought connections to Nazi circles, doing this by way of the Haus der Deutschen Kunst (House of German Art). The men of the Vorstand in Frankfurt, particularly Professor Erwin SLOK and Dr. George von SCHNITZLER, furthered, under the guidance of Gauleiter SPRENGER and his clique, the joining of various party organizations and their support.

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According to my knowledge, besides SLOK and SCHNITZLER, Friedrich GAJEWSKI, Wilhelm OTTO, Wilhelm Rudolph MANN, and Heinrich OSTER were active advocates of this policy of conformity in the beginning. This policy extended later to the I.G.'s agencies abroad. The repeated objections and continuous criticism leveled by the A.O. (Translator's Note: Auslandsorganisation) at the business and personnel policies of the I.G. agencies abroad finally led the Kaufmannischer Ausschuss to appoint Kommerzienrat LAIBEL to maintain, together with the Wirtschaftspolitische Abteilung (WPO) (Economic-Political Department), close contact with the A.O. This was done at LAIBEL's instigation. They were to agree with it (Translator's Note: The A.O.) on the general directives on the staffing and conduct of the agencies abroad as well as on action in individual cases. In order to document to the A.O. that I.G. would in the future carry out the directives and orders given, an official resolution of the Commercial Committee was passed on this subject and recorded in an especially detailed manner. As far as I can now remember, at the outbreak of war, Major SLOK, a co-worker of GAJEWSKI (OKW (Abwehr) (Counter-Intelligence)) asked me to come to see him, and requested that I.G. should leave its economic consultant, von FLUEGGE, in Turkey even if his work for us there should be finished. I was under the impression that FLUEGGE and SLOK already knew each other. Our Verbindungsmann (Liaison man) KUEGLER in Roumania was also given special missions by the OKW (Abwehr).

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In this connection I would also like to mention the case of Baron Kurt von LERSNER, who, as an old friend of BOSCH's and other people in I.G., had been in touch with I.G. for a long time, and who, I assume, was employed and paid occasionally, on a retainer basis. After an agreement with OKV in which I.G. did not take part, LERSNER went to Turkey as an "observer", for the OKV. An arrangement was made whereby for some time LERSNER got the largest part

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of the means he needed from I.G. in foreign currency, with permission of the Ministry of Economics. About the activity of von LERSNER, I and I.G. did not yet to know the details. Like in the cases of von FLUEGE and XUEHLER, his connection with the OKV did not go via the firm. According to my knowledge, there are other cases of the use of I.G. in the organization of the

Abwehr, I cannot, however, remember the details. Generally it must be said, that it was the intention of the counter-intelligence to use the I.G.'s agencies abroad for its purposes. Upon representations of the I.G. they refrained, however, from sending their own, non-I.G., people to the agencies abroad because we were able to convince them that this arrangement would interfere with the foreign business of I.G. and would endanger the acquisition of foreign currency. The connection to the OK in these questions went, during the first weeks of the war, through me (later also through FRANK-FAHLE) and through the counter-intelligence representative in Berlin Dr. 7, VON DER HEYDE, and through the counter-intelligence representative of the control sales organization in Frankfurt, Karl VON HEIDER. These questions also came under the competence of the Commercial Committee, as chairman of which SCHNITZLER had to present these matters to the Vorstand. Nothing in the pay status of the persons mentioned was changed after they were taken over by the Abwehr. In principle the I.G. leadership raised no objections to the establishment of this cooperation of the OK, Abwehr and the I.G. agencies abroad.

The I.G. liaison men abroad sent periodic reports to the EdEA (Bureau of the Commercial Committee). As far as I remember, these reports were concerned with the political situation of the country concerned, currency questions, the agricultural raw materials situation, and questions of industrial expansion, and during the war in cases of neutral countries also with a relationship of the economy of these countries with that of the enemy countries. I cannot recall the distribution that was made of these

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reports or the recipients of evaluated information taken from them. Particularly I cannot say which offices of the Armed Forces were informed and in which manner and from what time on that took place. It is safe to assume that interesting information was passed on, especially to the Ministry of Economics and the Foreign Office. An old connection which I found existing already in 1928 when I joined I.G. was with the predecessor of the *Fuhrerwirtschafts- und Rüstungsstabes* of the OK, the *Heereswaffenamt* (Army Ordnance Office). In this connection I became acquainted with the names of SOEFFING, THOMAS, and later on BUCHT and HAGEMANN. The cooperation with the Ordnance Office was in the first instance a task for the technicians, but the sales companies which were trying to get the Armed Forces as a customer for our products were also concerned with it. This connection is old because the Armed Forces had always been customers for I.G. products. This connection was strengthened because I.G. was trying to gain the Armed Forces also as customers for new products which I.G. had developed and was developing further. Here again the old and tried principle of I.G. was applied, which tried to insure the largest possible and constantly increasing sale of its products by testing cooperation with the consumer the possibility of use of its products. It was part of the task of I.G. to point out new possibilities of using new products which were otherwise not at first apparent. I remember that the use of light metals in aircraft construction as well as for wheels was the subject of an active exchange of ideas and experience with the Armed Forces for some time. The idea of a standardized motor fuel (gasoline, methanol, and benzol) in which I.G. was interested because of its production of synthetic gasoline and methanol must be mentioned here. In an attempt to introduce a standardized motor fuel by means of subsidies and protective tariffs, I.G. tried, before 1933, to gain, apart from the Ministry of Economics and the Ministry of Finance, also the Armed Forces

as promoters. It is my assumption, that also the development of Buna, which could gain tremendous importance for the Army and which was only made possible through Hitler's autarchy policy of self sufficiency, led to cooperation with the Armed Forces.

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These fields were covered by the members of the Vorstand responsible, (for example, light metals - HAEPLIGER, synthetic gasoline - BUECHER and Buna - TER MEER and AMERCS). Special directives and resolutions to cooperate with the Army were not required.

With the outbreak of war I was called up as an officer of the OKW Wehrwirtschafts- and Ruestungsstab (WeRuec-Stab) and acting as a liaison officer to I.G., Berlin NW 7, was given the task of organizing the utilization of the VOWI for the purposes of the WeRuec-Stab, a task which did not limit my civilian occupation in the I.G. The WeRuec-Stab showed great interest in VOWI. As I remember, one of the first tasks was to determine the bottle-neck for talc in the British war production. Similar determinations were made for a large variety of raw materials, and intermediary products for a large number of countries, enemy and friendly as well as neutral countries. According to my memory, these determinations of bottle-necks for England were in the month of September to October, 1939. Another task which I remember was concerned with the effect that was to be expected from the lack of concentrated fodders on Danish agriculture. On this topic compositions were also supplied by others. The VOWI/OKW work included material for surveys for countries, market analyses for raw materials and other interesting products as well as descriptions of individual firms. For this purpose VOWI had a rich store of material for this in its files on foreign countries and raw materials and in the archives on firms, which contained data on financial structure, production sites, conditions with regards to raw materials and manpower in rival firms and other enterprises in which I.G. had an interest for other reasons, such as financial institutions, firms in the raw materials and power industries, as well as the supplier and buyer industries. I cannot say how far REITHINGER participated in detail in the work of the OKW. The essay on Denmark, which I mentioned, was his work.

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One cannot assume that he already gave up his old principle of being minutely informed of the work of his division and his co-workers at the start of the work for the OKW. Later on, after the regulations regarding secrecy were changed in such a way that only those who were directly concerned with the individual tasks were to have knowledge of them, it is likely that he only knew of those things in which he participated himself. These I.G. employees who were occupied with the work that VOWI was doing for the WeRuec-Stab, OKW were paid only by I.G. The above mentioned use and utilization of VOWI by the OKW was known to the leadership of I.G.

The I.G.'s agencies maintained an institution called Sonder-spendenkassen (Special Expenditure Fund). In some countries these consisted for the largest part of proceeds derived from exports which for some reason could not be transferred directly. As the existence of these funds was known to the Ministry of Economics, the Foreign Office and the A.O., these agencies sometimes fell back on them. I remember that

a part of the purchase of tungsten in Spain was financed by putting, I think in 1942, sums of several million marks at the disposal of the German Embassy in Madrid. Of other instances in which official agencies abroad used those special expenditure funds, I remember at the moment only transactions in East Asia, but I cannot remember the date. If those special funds were used by the sales combine which had earned them for the purposes of that same sales combine, then the foreign agency in connection with the division chief for that particular country and the chief of sales combine decided on their use. If they utilized those special expenditure funds for I.G. purposes outside the sales combine that had

earned them, for example, for the purposes of another sales combine, general I.G. propaganda, or special purchases, then the matter was discussed among the various members of the Vorstand and, I suppose, also by the Commercial Committee. The use of these funds by official agencies meant in practice a special form of

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turning in of foreign currency, in which on the part of I.G. the Central Finance Administration carried out the technicalities of the transfer. Thus, transactions were generally merely called to the attention of the Vorstand. The utilization of these export funds for purposes of government agencies was an advantage for I.G. as in this way it was possible to bring in proceeds which could not be transferred in a normal way.

Towards the end of 1937 or the beginning of 1938, I.G. was asked to work out a mobilization plan, that is, to state who would be indispensable for the maintenance of the enterprise in case of war and who therefore should not be called up. This mobilization plan for the commercial organization of I.G. was worked out by WIFO and was discussed often in detail in the Commercial Committee.

When I.G. was asked, I think towards the end of 1940, to nominate a chief representative for counter-intelligence, the question came up whether a man from the technical side or from the commercial side should take over the job. On the commercial side, Dr. FRANK-FAHLE could have been considered for the job as he was a personal friend of Colonel PIEPENBROCK, OKW (Abwehr). From the technical side, Dr. Christian SPYDER, the works leader of the Leuna Works, was presented, and was made Chief Counter-Intelligence Agent.

It was the practice very soon after military campaigns to call on I.G. technicians and commercial experts for those industries that fell within the scope of I.G. of the respective countries. For example, Dr. Peter ASSMANN was made trustee of the Nitrogen Plant, Kamenkeje, and Herr SUHR of the Nitrogen Syndicate was placed in charge of the Nitrogen industries of Holland and Belgium. They worked according to the directives of the authorities, such as the Four Year Plan, the Ministry for the East, etc.

When the state control of foreign currency was introduced in 1931, it was the endeavor of I.G. to secure the largest possible freedom in the use of foreign currency obtained through export for its own purposes, such as purchases and overhead costs abroad. This ran counter to the general, rather bureaucratic rules. While generally, every single expenditure in foreign currency had to be approved individually, I.G. was authorized by the Ministry of Economics to buy raw materials abroad and to defray its expenses abroad by taking up new foreign credits. They had to account for this foreign currency at half year intervals.

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In this way, as the general fund of foreign currency available the German economy was not reduced, this taking-up of credits was an increase in the foreign currency of the German economy. This taking-up of foreign credits was increased since 1934 as the increase in business volume and later the increase in stock piles caused increased imports.

During the transition of the whole German economy towards a "guided" economy, "buying mandates" for the import of several raw materials were introduced. As I.G. was the largest consumer of a number of import raw materials it received the "mandate" for the purchase of products such as phosphate, sulphur, nickel, iodine, and benzol. In the import of tungsten, the I.G.

director, MEIER-KUESTER, worked together with the representative of the refined steel industry. These "mandated" purchases which were carried out in cooperation with and according to the directives of the Ministry of Economics, went, according to my knowledge, first on the account of I.G. which paid in foreign currency and then settled with the other consumers in marks. Since 1937, according to my knowledge, the requirement of maintaining secret some processes which were first designated as secret and later as too secret, was introduced in German economy to a large extent. This pledge of secrecy was given in such a way that the chief of the enterprise or his representative designated for this purpose according to the directives of counter-intelligence read or presented for reading the regulations on secrecy and the penalties provided for violations, and each individual was given a prepared declaration to sign pledging secrecy. I think that in Berlin NY 7 also about 100 persons, that is, chiefs of departments and their deputies, consultants, secretaries, typists, as well as personnel employed in mimeographing and registering, were required to pledge secrecy. At the Nitrogen Syndicate, for example, the whole department, "Technical

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Nitrogen", was required to pledge secrecy in a body.

As far as the plan "Neue Ordnung" (Translator's Note: Reorganization") for the chemical industries in Europe is concerned, I remember the following: Dr. Jost TERHAAR, Chief of WLPO, was asked during a conference with SCHLOTTERER of the Ministry of Economics that I.G. should submit proposals for the reorganization of the chemical industries in those countries in Europe which had come under German influence. This conference took place in June of 1940 after the military conquests of France, Belgium, Luxembourg, Holland, Denmark and Norway had been concluded and the economic reorganizations of these countries to the satisfaction of the German demands was regarded as the next task by the German offices. After receiving this proposal, I called up SCHNITZLER and we decided to put this matter on the agenda of the next meeting of the Commercial Committee. It was the task of WLPO to supply the frame and disposition for this plan to the individual departments that had to work out the details and later on to collect these various proposals and assemble them. The I.G. showed great interest in this task. TERHAAR told me that the various individuals working on this plan showed much eagerness, diligence and thoroughness in this work. There was a possibility of incorporating the ideas of I.G. in the proposal for the reorganization of the chemical industry. The events of the war changed the organization of the markets, and I.G. hoped with this plan to bring about a favorable change and not the unfavorable one of which they were afraid. The drawing up and assembly of this plan took only a short time because all concerned were very familiar with the material in question and only had to put down their wishes and thoughts which had come to them in view of the developments.

The section on dyes was worked on by Dr. KUCLER, the section on chemicals by VON PEIDER, artificial fibres and buna by BORSFELD, pharmaceuticals by MANN

(Page 13 of original)

and GROBEL, nitrogen by OSTER, and light metals by MAEP-
LIGER and ZIEGLER. The commercial people also included
the points of view and suggestions of the technicians
in their proposals. This plan was discussed at length at
a meeting of the Commercial Committee in which SCHULTZ,
KNIEMIER, TER BEER, and, I suppose a few other technicians
took part.

TRANSLATION OF DOCUMENT NO. NI - 4928
CONT'D

I have carefully read each of the thirteen pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialled them, and I declare herewith under oath that I have given the pure truth to the best of my knowledge and belief.

(Translator's Note: Handwritten signature
of Kurt KRUEGER)

Sworn to and signed before me this 13 day of March 1947 at Nuernberg, Germany, by Dr. Kurt E. KRUEGER, presently at Nuernberg, known to me to be the person making the above affidavit.

(signed) Otto Verber

OTTO VERBER
U.S. Civilian A 444385
Interrogator
Office of Chief of Counsel
for War Crimes, U.S. War
Department.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALETSKI, N.P. No. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-4928.

DOROTHEA L. GALETSKI
N.P. No. 34079.

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TRANSLATION OF DOCUMENT NO. NI -10923
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Expenditure of the Central Offices in Berlin.

	1930 RM	1931 RM	1932 RM	1933 RM	1934 RM	1935 RM	1936 RM	1937 RM
Secretariat of Geh.Rat SCHMITE	16.562	43.640	44.933	57.693	56.645	92.321	89.223	97.980
Secretariat of Dr. HIGNER	-	-	-	-	-	-	-	95.576
Office of the Commercial Committee	61.453	81.516	-	-	-	-	-	409.538
Department of the Directorate	-	-	-	-	-	-	-	-
Outside expenses	-	-	-	-	-	361.537	200.517	474.699
Legal Department	-	-	-	-	-	-	-	-
Economic Department	21.676	171.036	229.513	161.058	258.157	301.693	329.466	492.999
Political Economy Department	-	-	157.644	68.966	192.001	331.456	337.376	370.945
Promotion of Export Trade	-	-	-	-	-	-	-	111.065
Oil seed exploitation	-	-	-	-	-	-	-	-
Information office	94.295	108.116	-	-	-	-	176.296	235.434
Vermittlungsstelle W	-	-	-	-	-	36.207	203.103	245.562
Central Finance Department	667.054	626.036	568.795	860.497	1,198.754	1,073.931	1,674.645	1,736.432
Office A	-	-	-	-	-	-	-	-
Conversion	-	-	-	-	-	70.466	34.308	-
Special questions (KRAUCH)	-	-	-	-	-	-	-	-
Institute for Economic Observation	-	-	-	-	-	-	-	62.300
Vermittlungsstelle North (Galo)	-	-	-	-	-	-	-	-
Dr. GATTINEAU	-	-	-	-	-	-	-	-
Building Office	-	-	-	-	-	-	-	-
Travel Office Berlin	40.449	39.213	30.000	30.000	16.500	20.000	21.486	23.053
Travel Office Vienna	-	-	-	-	-	-	-	-
Total:	923.739	1,695,557	1,027,685	1,178,211	1,724,057	2,378,711	3,074,620	4,355,783

Expenditure of the Central Offices in Berlin.

	1938 RM	1939 RM	1940 RM	1941 RM	1942 RM	1943 RM	1944 RM
Secretariat of Gen. Ret. SCHLITZ	110.691	82.722	93.408	113.385	98.448	112.127	71.563
Secretariat of Dr. ILGNER	122.567	121.011	122.539	141.512	148.027	194.742	201.963
Office of the Commercial Committee	1.209.963	917.290	803.333	1,002.200	1,000.943	1,220.507	1,330.336
Department of the Directorate	-	288.791	202.293	279.026	228.473	243.559	161.637
Outside expenses	377.073	-	-	-	-	-	-
Legal Department	120.834	130.032	128.637	201.957	172.638	217.923	229.826
Economics Department	830.540	1,058.761	1,336.914	1,477.583	1,315.709	1,192.192	1,159.161
Political Economy Department	470.066	699.649	857.204	706.986	931.202	961.560	965.526
Promotion of Export Trade	343.289	422.906	410.437	381.838	233.639	193.143	1,037.023
Oil seed exploitation	-	-	-	-	-	114.343	237.655
Information office	986.731	391.343	355.605	353.400	331.659	891.178	255.493
Vermittlungsstelle W	287.443	402.325	445.218	572.584	669.722	730.947	654.660
Central Finance Department	1,767.614	1,863.294	2,172.086	1,937.027	1,755.371	2,192.643	2,440.616
Office A	-	-	-	5.754	15.126	21.257	43.142
Conversion	-	-	-	-	-	-	-
Special questions (KRAUCH)	-	367.271	391.156	894.601	1,383.609	1,358.902	1,358.540
Institute for Economic Observation	-	28.825	-	-	-	-	-
Vermittlungsstelle North (Oslo)	-	-	-	-	-	-	142.536
Dr. GATTINEAU	-	-	42.731	78.707	56.417	54.277	35.738
Building office	-	-	13.994	95.223	70.747	112.434	144.887
Travel Office Berlin	34.782	33.030	46.457	73.375	61.006	69.343	60.000
Travel Office Vienna	-	-	-	-	-	5.000	10.000
Total:	6,075.613	6,807.270	7,414.012	8,334.640	8,592.736	9,246.063	10,589.502

TRANSLATION OF DOCUMENT NO. NI-10923
CONTINUED

I, Hans MUENCH, Prokurist of I.G. Farbenindustrie Aktien-
gesellschaft since 1927, living at Spenerstrasse 7, Frankfurt/M.,
having been duly warned that I am liable to punishment for making
false statements, herewith declare that the above table "Expenditure
of the Central Offices in Berlin" was compiled by me from official
records of I.G. Farbenindustrie Aktiengesellschaft, made available
to me in the U.S. Control Office of I.G. Farbenindustrie Aktien-
gesellschaft, that the facts and figures therein stated are correct
to the best of my knowledge and belief, and that I have not concealed
or added anything to the truth.

Signature:- Hans MUENCH
Hans MUENCH

Sworn to and signed before me this 10th day of September 1947 at
Frankfurt/M., Germany by Hans MUENCH, known to me to be the person
making the above affidavit.

Karl KALTER
Karl KALTER
ADD No. D-231864

OFFICE OF CHIEF OF COURSE FOR WAR CRIMES
U.S. WAR DEPARTMENT

(s) Frankfurt/M.
20 Aug. 1947
Signature:- Hans MUENCH

13 Aug. 47

CERTIFICATE OF TRANSLATION

25 September 1947

I, Arthur McNAMARA, ETO 20191, hereby certify that I am a duly
appointed translator for the German and English languages and that
the above is a true and correct translation of the document
No. NI-10923.

- 3 -
"END"
Arthur McNAMARA
ETO 20191

29 December 1938

of a Conference at the Liaison Agency for Literature and the Press at Dusseldorf on 28 December 1938.

Subject: Military Economy Research Institute.

Dr. WILL, Chief of Military Economy Research Institute
Dr. P. THOMAS,
STERNBERG,
SCHULZ, Mannesmann,
IBM, Friedr. Krupp,
SILVERMASTER, Hoesch & Co.,
PITTSBURGH, Bergbaulicher Verein.
General AUGER,
Glenn.

NIEL, to begin with, gave an account of the organization and purpose of the Military Economy Research Institute as an independent establishment, financed by the OKW (High Command of the Armed Forces) and subordinated to the OKW only. It collaborates with Captain DOSE of group VI. It is supposed to deal with all matters relevant to Economic Warfare. The Research Institute is already collaborating with Institutes of economics, for instance in Hamburg and Kiel, with the Osteuropa-Institut (East European Institute) at Königsberg, the Aussehandelsstelle (Office for Foreign Trade) Vienna, the Konjunkturforschungsinstitut (Market Research Institute) the Administration of commercial fairs (Messwesen) at Leipzig and Königsberg. Its purpose was stated to be the supply of material from abroad. It is further contemplated to effect closer liaison with practical economic life.

(page 2 of original)

One of its aims is that of associating with institute in the Rhineland and Eastphalia, i.e. with other Dreeseldorf centers.

STEINBERG mentions in connection with this, that he had already sounded the Technical Universities of Cologne and Aachen on the subject of co-operation.

(page 2 of original, cont'd)

So far there had been no result. He refers among others to the publications of Regierungsrat SCHÖRM on Belgian and French iron industrie.

POLESSEN declares that I.G.-Farben were in possession of excellent material regarding conditions abroad. Iron, however, was a different matter. Here the respective Konzerns only disposed of adequate material. SCHÖRM's work did not have much bearing on war economy (this replaces in handwriting, "was not equipped for") but a study of it could be recommended. Herr von Uex, too, was the author of a publication on English iron industry which might perhaps be supplemented. VISMAR has dealt with English coal mining industry. FETTERSEN, too, has abundant material; in the same way, sales-combines, should be able to make available additional material. According to his opinion, the Iron Industry's liaison agency for literature and the Press, was the suitable organ for the supply of relevant material.

POLESSEN then gave a short description of the agency's activity and aims. Among other things, the creation of a big film on steel was planned.

VISMAR agrees with the proposal that the correspondence of the Military Economy Research Institute should be handled by the agency supplying the material and that, for reasons of security, it should be restricted to a personal correspondence with Dr. STEINBERG. It would also be desirable to collect material on knowledge gained in the field of economy, during the last World War.

STEINBERG calls attention to Stollwag's book of which there are only 2 copies on hand, one with Dr. PETERSEN, the other with Dr. REICHERT.

FETTERSEN thinks, this book being of great value also for the preliminary work of the Konzerns, one should consider the making available of one copy each at least for the six great western Konzerns. As far as he knew there were, in some office or other,

(page 3 of original)

still 10 to 12 copies in reserve (Ministry of War ?). Dr. REICHERT should make the necessary investigations and endeavours to secure those copies. General KUSCHKE should also have a copy.

Helmut POENSCHE. His opinion was that the efforts of the Military Economy Research Institute should chiefly be directed towards the disorganization of other countries' economy in case of war.

(page 3 of original, cont'd)

WIEL: The purpose of the Military Economy Research Institute was not only offensive but also defensive. Example: Possibilities for supply of Swedish ores in case of war. The Navy would, more than likely, not be able to extend its control of the Baltic beyond the Gulf of Bothnia. The question should, therefore, be considered whether Swedish ores could be transported south by rail. Would it be possible, for instance, to prevail on the Swedes to extend their railway-lines?

FETTERSON declares that we were already collaborating with six offices. General von KASCHKE disposed of all necessary material relative to the supply of ores and other questions. There was a danger of creating still greater confusion by bringing in the Military Economy Research Institute. Their duties would have to be clearly defined.

Kelmutz FOMESON, once more, outlines the purpose of the Research Institute as follows:

- 1.) Disorganization of the enemy's economy
- 2.) Maintaining of connections abroad relative to supplies of raw-materials and food-stuffs. In elaborating these questions overlapping with other offices may occur, for instance with security organs, with General von HANSEN and others.

FETTERSON emphasizes again that he was already cooperating with six offices and that General von KASCHKE had the most accurate information on the situation of ores' supply.

WIEL mentions he, too, was interested in avoiding overlapping.

Kelmutz FOMESON: Dr. WIEL, with regard to

(page 4 of original)

the procurement of already existing materials should contact corresponding departments in the Reich Ministry of Economics, the Reich Ministry for War, OKW and so on, as they were already in receipt of this material.

STIEGLER would not advise organizing a kind of clearing office in connection with the Dusseldorf-agency. WIEL should approach FETTERSON himself on technical matters and the economy-group in economic questions.

Kelmutz FOMESON contradicts this proposal. It would be better to establish an official business-center in Dusseldorf, best in connection with the liaison agency, which would then pass on the demands of the Research Institute. Then the latter could also be advised of the departments which, had already received the required material and where the Research-Office could procure this. Confidential reports and others could, in some cases, be made available.

TRANSLATION OF DOCUMENT No. HI-1128
CONTINUED

(page 4 of original)

SIEBERT finally adds that Mr. TOBERT had written a very interesting report on American Iron industry on the occasion of his last trip to America.

Mr. Helmuth POLSGEN's last proposal meets with universal consent. B.

CERTIFICATE OF TRANSLATION

10 July 1947

I, Ludwig BORINSKI, Civ.No. 34 486, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. HI-1128.

Ludwig BORINSKI
Civ.No. 34 486.

Dozent Dr. habil. Hermann Gross

Vienna III, 28 March 1939
Muenzgasse 8/11

His Honor

The Dean of the Faculty for Jurisprudence and Political Science
at the University of Vienna,

Professor Dr. Schoenbauer,

Vienna
University

Your Honor

I respectfully enclose herewith the summary requested, showing the
tasks of the newly established ^{Vienna} branch of the Economic Division of the
I.G. Farbenindustrie Aktiengesellschaft, of which I am in charge.

Respectfully,

Heil Hitler !

Yours truly,

Enclosure

THE VIENNA BRANCH

of the Economic Department of the I.G. Farbenindustrie Aktiengesellschaft.

The increasing development and complication of events and sequences in the fields of economics and business, as well as the growing necessity for rapid and accurate orientation essential for the long term planning and directing of economy, has induced the large private undertakings in industry, banking, and transport also to incorporate special agencies, so-called statistical and economic departments, whose tasks consist of constant and systematic observation of economic conditions.

Though the work of these scientific departments is carried on chiefly from the standpoint of private enterprise, they nevertheless also produce remarkable work of general interest. And as in many cases the results of this work are regularly or upon request placed at the disposal of important agencies of the Party, the State, and scientific organizations, their utilization and practical application is entirely possible. Therefore, the activity of these economic statistical departments acquires a general and basic, as well as a practical, significance which surpasses the sphere of private enterprise.

In his book "Observation of Economy and the Structure of Economy" (Leipzig 1936) Dr. A. Reithinger, chief of the Economic Department of the I.G. Farbenindustrie Aktiengesellschaft, Berlin, comments on the special tasks and organization of such agencies as follows:

"The questions put before the economic statistical division of a large industrial undertaking range from the topic of an interesting newspaper article, or the speech of a statesman or leading personality in the economic field, to all questions pertaining to business and business policy and to the most complicated theories of economics. The statistical apparatus

must be prepared for all these questions and therefore requires a small but sound reference library, an extensive stock of statistical material kept constantly up to date, an archive on business firms in proportion to the size of the undertaking, and an efficiently conducted collection of newspapers and periodicals. However, the current interest is centered on a limited number of precisely defined subjects, such as business cycles and export prospects in various countries, currency questions, price developments of required raw materials and finished products, size, composition and fluctuations of the market for important products of the plant, and, last but not least, observation of conditions pertaining to competitive products and to firms of competitors and customers. In accordance therewith, the work is divided into (a) a purely economic observation of the general business trend, currency, and price developments based on economic statistical data, and (b) the observation of customers and competitors and of competitive products from the standpoint of private enterprises and based on business, daily press, and other reports, the results in both fields being coordinated for special market investigations and current market observation, with the aid of material dealing with national economy and private enterprise."

It will be the task of the newly established Vienna branch office of the Economic Department of the I.G. Farbenindustrie Aktiengesellschaft, which is under my management, to keep under constant and systematic observation the above described spheres of interest, having particular regard to Austria and the new Reich territories, as well as the Southeast European countries, including Turkey.

The direct reason for the establishing of a Viennese branch office was furnished by the fact that the "Chemikalien-Verkaufsgesellschaft Donau G.m.b.H." belonging to the I.G. Farbenindustrie Aktiengesellschaft, as well as

the "Donauchemie A.G." which represents all Austrian production plants, are located in Vienna. Another factor in favor of selecting Vienna was the fact that Vienna, in view of its historical-political mission and its manifold cultural and economic ties with the nations and countries of Southeast Europe, was undoubtedly the most suitable place in Greater Germany for the economic observation of Southeast Europe, which has become an urgent necessity in view of the present well established southeast direction of Greater Germany's economic policy.

Even though the Viennese branch office of the Economic Political Department is primarily destined to serve the interests of I.G. and particularly its Austrian companies, it is by no means intended to follow a narrow-minded policy of isolation. On the contrary, its services will be in principle at the disposal of the university, as well as of Party and State agencies, with all its findings and materials, if they cannot be obtained from other sources.

Vienna, 28 March 1939

Dr. habil. Hermann Gross

I.G. FARLIN BW 7
Unter den Linden 82

To: Dr. H. Gross
Vogl Wien
Wien I
Kantgasse I

Your reference:	Your letter of:	Our reference:	Date:
Dr. Gr./Hr.	30 March 1939	Economic Dept. Dr. R/Wa.	4 April 1939

Dear Dr. Gross,

I confirm receipt of your letter dated 30 March containing information on various subjects. I assure that the management (Direktion) also will agree to your collaboration regarding the organization of university lecturers abroad and the lecture to be given on the occasion of the Deutsche Genossenschaft rally. I will bring up the matter at the first mail conference after Easter.

I rather hesitate to send the Dean of the Juridical Faculty a written exposé on the tasks and the organization of the Branch of the Economics Department. It is the first time that we furnish an outside agency with a written exposé on our tasks and aims, and I have particular scruples in connection with the following sentence:

"And as in many cases the results of this work are regularly or upon request placed at the disposal of important agencies of the Party, the State, or scientific organizations, their utilization and practical application is entirely possible. Therefore, the activity of these economic statistical departments acquires a general and basic, as well as a practical, significance which surpasses the sphere of private enterprises."

It is my opinion that there is only a loose connection between your position as chief of the Viennese branch of the Economics Department and your activity as university lecturer, and that this is of little interest to the Dean of the faculty. I also believe that the management here will hardly approve of sending the Dean an official written report on the tasks of our Viennese agency. I should therefore be grateful to you if, in the future, you would clarify such cases in advance, in order to maintain a

uniform policy in this matter.

As far as Miss Boettcher is concerned, we shall transfer her to Vienna on 15 April. We need her for a few more days after Easter as we have undertaken a rather considerable reorganization of our department, which will have to get used to the new routine. Herr Bube's assignment may take place at the end of April, depending on requirements.

I forwarded Dr. Myler's personal data to the Personnel Department, as there are no openings here at the present time.

With best wishes for Easter and Heil Hitler I remain

Yours

(Signature) Rothinger

CERTIFICATE OF TRANSLATION

18 Sept 1947

I, Julius J. Steuer, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document NI-7987.

/s/ Julius J. Steuer
GO No. 1 442 654

J. L. ...
MILITARY TRIBUNAL NO.

CASE NO. *11*

Prosecution Document Book No. *417*

Encl.



FARBEH CARRIED ON PROPAGANDA INTELLIGENCE AND SPIONAGE
ACTIVITIES.

Exhibit No.	Document No.	Description	Page No.
	NI-8143	Affidavit by Hans Bannert of 19 May 1947 in which he describes the activities of VOWI, sources from which VOWI procured information, and the tasks it performed for the Military Economy and Armament Staff.	1
	NI-8414	Memorandum d. 6 September 1938 from the Director's Section of NW 7 to Flatzer of the Economics Research Department (VOWI) transmitting a distribution list of the VOWI report on East Asia.	6
	NI-5760	Excerpts from minutes of a Reich Meeting of 24 January 1939 in which certain discussion is noted concerning information obtained from the Economics Research Department by official authorities, members of the SS/AS, and others who are scheduled to travel abroad.	1
FC-14	NI-5837	Affidavit by Rudolf Buchnermann of 14 August 1947 in which he discusses the cooperation of the Political Economy Department of I.G. with the Military Economy Department of OIC.	10 2
	NI-5359	Report dated 13 October 1938 by the Economics Research Department (VOWI) to I.G. Farben Sparte I listing activities for the month of September 1938, including a group of reports on Czechoslovakia.	3
	NI-7085	Report of the Economics Research Department meeting of 16 August 1939 containing a list of reports prepared for various persons or organizations.	15
	NI-5160	Minutes of a meeting of the Commercial Committee of 20 August 1940 in which it is noted that members of the Commercial Committee will be informed of the activity of the Economic Research Department and that a list of the tasks will be submitted to the Commercial Committee.	34
	NI-7343	List found in the Files of the Reich Military Economy Office of VOWI reports prepared between 1938 and 1940 concerning the Southeast European countries.	41
	NI-8652	Affidavit by Franz Ruge of 18 March 1947 on certain of the activities of the Economics Research Department (VOWI) for the Wehrmacht High Command.	312

Exhibit No.	Document No.	Description	Document Book Page
	NI-7787	Letter of 20 February 1939 from Reithinger to General Gautier of the Military Economy Office of the OKW in Vienna in which Reithinger refers to a conference with Gattineau and places the Vienna VOWI at Gautier's disposal.	39
	NI-7786	Correspondence between Gross of Vienna VOWI and Gautier of April to November 1939 concerning the transmittal of reports to Gautier of Bohemia, Moravia, Rumania, Poland, and the Soviet Union.	43
	NI-7493	Excerpts from file of weekly reports of the Military Economy office of the OKW from March to September 1939 concerning the use of VOWI by that office.	51
	NI-8649	Memorandum dated 31 August 1939 from the Military Economy Office to its subdivisions concerning an agreement between that office and the Economics Research Department (VOWI) in which VOWI had declared itself ready to provide information.	55
	NI-7791	Letters dated 30 August 1939 and 16 September 1939 from Gautier to Gross acknowledging valuable reports on chemical firms in Poland.	66
	NI-7790	Letter dated 20 September 1939 from Gautier to Gross acknowledging receipt of confidential report about travel impressions in Russia.	74
	NI-7797	Report of 4 October 1939 by Economic Research Department found in the files of Military Economic Division of the OKW giving comparative study of production statistics for various chemicals in United States, Japan, France, Britain and Italy.	87
	NI-7981	Letter of 21 December 1939 from Wegmann to Gross (Vienna VOWI) requesting information on the communication and transport facilities in South European countries.	94
	NI-6162	Minutes of Commercial Committee meeting of 12 November 1940 which refers to a list of reports prepared by the Economics Research Department (VOWI) for various government and military offices.	91

Exhibit No.	Document No.	Description	Document Book Page
	NI-7850	Secret VOWI report dated 2 March 1940 found in the Files of the Military Economy Office on a comparison of the technology of explosives and chemical warfare materials including an estimate of U.S. production.	174
	NI-9959	Letter of 14 May 1940 from the Economics Research Department (VOWI) to the OKW transmitting information about British calcium production plans.	78
	NI-7976	Minutes of VOWI Section Chiefs' meeting of 25 January 1943 in which reference is made to a request by the OKW for a study of Russia's chemical warfare industries potential in the un-occupied areas.	147
	NI-7794	Correspondence in 1944 between VOWI and the OKW transmitting reports among which is a report on Allied poison gas industry and a location map of synthetic rubber plants in the U.S.	80
	NI-7857	Letter of 16 October 1944 to the OKW from the Economics Research Department (VOWI) transmitting information on the production of explosives in Russia and the U.S., and nitrogen production in the U.S., Great Britain U.S.S.R. and Japan.	86
	NI-7978	Secret list, dated 14 January 1945, of VOWI reports prepared by VOWI for the OKW since 13 November 1939.	88
	NI-7581	Agreement between U.S. & Transatlantic Service Corporation and I.G. Farben dated 7 November 1930 concerning certain services to be performed for I.G. by the U.S. and Transatlantic Service Corporation.	93
	NI-11198	File memorandum of 20 April 1941 in which it is noted that the name "U.S. & Transatlantic Service Corporation" was changed to "Chemnyco".	131
	NI-11108	Certification dated 8 September 1947 by the Department of Justice of Confidential report entitled "American Economic Intelligence Activities of I.G. Farbenindustrie Chemnyco, Inc."	132

Exhibit No.	Document No.	Description	Document Book Page
	NI-10577	Department of Justice report dated 1944 on the espionage activities of "Chennycos"	103
	NI-10418	Excerpts from list of publications to which Chennycos was subscribing as of April 1941 and the distribution list.	128

AFFIDAVIT

I, Dr. Hans BAUSCHERT, Marburg, Marbocherweg 23, born on 24 February 1903, having been warned that I render myself liable to punishment by any false statement, hereby state under oath, voluntarily and without compulsion, as follows:

1. Since the year 1927 I was employed by the I.G.-Farben-Industrie-A.G., at first in different departments and in the so-called Archives, which was a part of the Berlin N.V.V. Organization of the I.G. The Berlin N.V.V. Organization was under the direction of Dr. Max ILGNER. It was the wish of Dr. ILGNER that in the Archives Department the office management should be informed on all events which might in any way be of interest to the firm. He wanted this, because the organization which he directed was intended as the central commercial management of the whole I.G. network and for the most part in fact was so. A library was first of all established in the Archives together with a press cuttings service from the leading international daily and financial newspapers. This press cuttings service was very extensive, as the I.G. both at home and abroad was interested in practically all industry and finance questions, as well as in the political questions which underlay them. These cuttings and reports were classified in folders which were then passed to Geheimrat Hermann SCHUTZ and Dr. ILGNER. For the other departments, the more important reports were briefly classified and unfolded. Several years later, the weekly "Company News" was published, containing important and interesting economic and industrial company news from home and abroad, and this was sent to the individual works and sales companies also. In 1929, REITHINGER was appointed director of the Archives and at this time the Archives were extended on a national-economic basis, so as to be able to carry out general economic research work. It made a special point of watching currency and market prospects. All this was at the wish of Dr. ILGNER, who wanted to create, both within and without the I.G., a platform for his enormous ambition. From this time onward, studies were made in the Economics Department (Vowi) concerning the organic structure of the economy of the various countries. After the appointment of Dr. REITHINGER, i.e. in 1928/29, the so-called Archives were divided

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into three parts: Dr. HANSCHKE was responsible for market and currency observation, Dr. BAUFANN worked on the Chemistry market and I myself on the Finance and Company records, the Archives generally and scientific library. Later still, there was added a new department, that of Foreign Countries observation. This division, with various organizational changes, was maintained until the end. The Foreign Countries Department as a separate entity did not

(page 2 of original, cont'd)

exist before 1937, although in practice it had been in existence since 1930.

2. The Economics Department carried out its studies on firms on the following basis: First of all, the big competing firms were dealt with, then came investigations of the most important branches of industry, and then the whole was classified according to countries. Our monographs of firms contained a precise description of the undertaking concerned; i.e. object of the undertaking, size, capital, financial structure, liquid assets, balance sheet, combine obligations, leading persons, products, factories, capacity, works equipment, fuel supply, production and, where possible, suppliers and customers of intermediate products, and location. We possessed, of course, similar information in regard to the I.G. works, including also exact location maps, which, however, were of course never published. Although other institutions published foreign reports of a similar kind, these could not compare in quality and completeness with those of the Economics Department. In general, it can be said that, although there were similar institutions in Germany, the Economics Department of the I.G. surpassed them all in extent and quality. The Economics Department also enjoyed a good reputation by the fact that its publications were widely circulated and were supplied for example, to any government agency which displayed any interest in them. Dr. ILGNER himself drew up lists of people who he thought might be interested in our publications and sent them to them; for instance, liaison agents' reports (Verbindungsmannberichte) which came first of all to the office of the Commercial Committee, and were first sent from there only to internal I.G. agencies. They were edited by the Economics Department for circulation and then sent with Dr. ILGNER's card, so far as I recollect, through Dr. (name illegible), to the various interested parties, i.e. for example, the different Ministries and the Military Economic and Armaments Staff (Wehrwirtschafts- und Ruestungsstab). In principle, it was Dr. ILGNER who in all

(page 3 of original)

respects decided on the distribution list. The sources from which the studies of the Vowi were compiled were our internal material, i.e. our own business statistics, balance sheet figures, our own documents concerning our licences and contracts, reports of our representatives, newspaper cuttings which were sent to us by our representatives, but particularly, all internal and foreign periodicals and publications and various economic institutions who made reports to us on request.

3. Shortly after the outbreak of the war, a conference took place between the members of the Vowi and several officers of the Military-Economic and Armaments Staff (Wehrwirtschafts- und Ruestungsstab), at which WEITHINGER spoke. This discussion was for

(page 3 of original, cont'd)

the purpose of beginning the close collaboration with the Military-Economic and Armaments Staff. First of all, the whole of the Vowi material was listed and the Military-Economic and Armaments Staff selected what would be useful for them. Shortly afterwards the Vowi took over a large number of orders for economic studies for the Military-Economic and Armaments Staff. Raw material investigations, descriptions of firms, foreign trade statistics, capacity estimates etc. were supplied. As an example of this, I would mention the investigations that were made in the autumn of 1939 concerning the Toluol capacities in England and France and the study at the beginning of 1940 on the effect of the stoppage of fodder imports on Danish agriculture. We were also asked at this time for pictures and maps of the industrial plant in enemy countries. As we did not possess these, we had to limit ourselves to making photostatic copies from the rarely published drawings and photos in the different technical publications and placing these at the disposal of the Military-Economic and Armaments Staff. I remember that once during the war we were asked to explain, with the aid of an air photograph, the lay-out of the Clifton Magnesium Works in England, in preparation for a bombing attack. We passed on the advice of a gentleman from Bitterfeld, who was familiar with the works lay-out. I know also that, after an air attack on the Billingham Nitrogen Works, we were asked to ascertain the extent of the damage with the aid of an air photograph. I assume with certainty that such technical questions were more often put to the Vermittlungsstelle W than to us.

(page 4 of original)

Erich v.d. HEYDE, who was in charge of Abwehr at the I.G. Berlin N.W.7 works, after taking over this function, endeavoured to control the work of the Economics Department and to use the reports for his own purposes. He succeeded, however, in preventing this control, which, by the proposal of a precensorship of all our publications, he aimed at exercising. He had, however, access to all our publications, and any studies which appeared interesting he also re-directed to the Abwehr Offices with which, as Abwehr agent, he had connections. I recollect this for the following reasons: After the above-mentioned connection with the Military-Economic and Armaments Staff, the latter insisted that our whole connection with the Wehrmacht agencies should pass only through the Military-Economic and Armaments Staff. This created difficulties with v.d. HEYDE, who wanted to continue his old contacts. I am not able to say what reports went through v.d. HEYDE to the Wehrmacht from the time he took over control until the outbreak of the war. I know, however, that in principle he endeavoured to obtain all reports of any interest and that he also received them. After 1939, the position was that all studies carried out were placed at the disposal of the Military-Economic and Armaments Staff, but that at the same time d.v. HEYDE

(page 4 of original, cont'd)

informed us to whom else he wanted the studies to be sent. The Military-Economic and Armament Staff insisted on having our reports, although they had at their disposal in the Reich Statistics Office similar, if not so completely specialized, material, because, according to general opinion, we worked more quickly. The Military-Economic and Armaments Staff also worked together with all other institutions similarly concerned.

5. The Economics Department (Vowi) also supplied important material for negotiations which were conducted by the I.G. at home and abroad. According to Dr. ILGNER's principle, all material, for example, concerning foreign countries and firms, should always be in a state of readiness, so that it was available for immediate use in case of suddenly occurring negotiations. During 1937 and 1938 studies were again made on the chemical industry of Austria and of Czechoslovakia. This material was also used in the negotiations that were conducted after the Austrian Anschluss. In the Austria case we handed this material to Dr. ILGNER's office, which then added the further studies for the negotiations

(page 5 of original)

which then led to the acquisition of the Austrian chemical industry. In the case of the acquisition of the Aussig-Felkenau chemical works in Sudetenland, we were advised of Dr. KUGLER's arrival in Berlin at the beginning of September 1938 and we had quickly to work up the material on Czechoslovakia, in order to hold it ready for him, he having just been appointed Commissioner for the above-named Chemical Works.

I have carefully read through and signed with my own hand each of the 5 pages of this Affidavit, have made the necessary corrections in my own handwriting and initialled them and declare hereby under oath that according to the best of my knowledge and belief I have stated the absolute truth in this declaration.

(Signed) HANWERT
Signature

Sworn to and signed before me this 19th day of May 1947, at Nuernberg, Germany, by Dr. Hans HANWERT, Gerburg, Marbocherweg 23, known to me to be the person making the above affidavit.

(Signed) Otto VEIER

U.S. Civilian, WGO-Dr. 1 - 444 365
Office of Chief of Counsel for War Crimes
U.S. War Department.

TRANSLATION OF DOCUMENT No. NI-8149
CONTINUED

CERTIFICATE OF TRANSLATION

27 June 1947

I, Victoria DANTON, No. 20129, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-8149.

Victoria DANTON
No. 20129

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-8414
OFFICE OF CHIEF OF COUNSEL FOR THE CIA PS

Notice

for Dr. P. L. T. Z. S.

In accordance with the Notice of 26 August, we enclose a list prepared for the Economics Department (Vewi), giving the names of all the persons who have received Volume 1 - 3 and Volume 3 of the Post-war Report and are now to receive Volume 4.

We should be glad to receive from you suggestions for further persons recipients.

ECONOMICS DEPARTMENT

6 September 1938
S's/1/1

List of Recipients of the Post-war Report
Volumes 1, 2 and 3.

- 1) Gen. Pat. Bosch
- 2) Gen. Pat. Schmitz
- 3) von Schnitzler
- 4) Reichbank President Schacht
- 5) Reichminister Lammers
- 6) Reichminister Neugebauer
- 7) Ambassador Dieckhoff, German Embassy, Washington
- 8) State Secretary Brinckmann, Reich Ministry of Economics
- 9) Major General Thomas, Chief of the Military Economy Staff
- 10) General von Reichow
- 11) Director Dr. von Krieger, I.G. Fm
- 12) Dr. Behrens, Novor
- 13) Ministerialdirigent, Dr. G. Schletterer, Reich Ministry of Economics
- 14) Prof. Selck
- 15) Hermann Engel, Tokyo
- 16) Gustav Kuhweide, Kobe
- 17) Ambassador Dr. K. Ritter, Rio de Janeiro
- 18) Ganche, Foreign Organisation
- 19) Generaladmiral Langer
- 20) Friedrich Wilhelm Muller, chem. Director I.G. Fm
- 21) Minister-Ambassador Dr. Otto Klop, Foreign Office
- 22) Legation Secretary Dr. Knoll, Foreign Office
- 23) Legation Secretary Dr. Heise, Tokyo
- 24) Ambassador Ott, Tokyo
- 25) Legation Secretary Dr. Korb, (also Ambassador Kochel, Lima)
- 26) Embassy Counsellor Dr. Krell, Tokyo
- 27) Ambassador Dr. Stieve, Foreign Office
- 28) Ministerialdirektor Dr. Grainger, Reich Ministry for Propaganda
- 29) H. Ley, Tokyo
- 30) Dr. Walter Prieger, Nippon Schering Kabushiki Kaisha, Kobe
- 31) E. Greuter von Seedorf, Basel
- 32) Dr. Gustav Krupp, von Schlen und Halbach
- 33) Dr. Carl Friedrich von Siemens

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- 77) Freiherr von Wilamowsky, Fr. Krupp A.G., Berlin
- 82) Director Erwin Philipp, Österreichische Dynamit Nobel A.G.
- 84) Gesandter Dr. Eilser Kien, Iceland
- 91) Dr. Ferdinand Heercke, German Group of the I.N.K.
(International Ch. Commerce)
- 94) Oberregierungsrat Karl Passarge, Propaganda Office of German Economy
- 96) Dr. Max Linde, Far East Association
- 98) Dr. Claus Ungewitter, Central Office Chemistry
- 100) Dr. Carl Krauch, I.G. Ludwigshafen
- 101) Dr. Fritz ter Meer, I.G. Frankfurt a./Main
- 102) Dr. Fritz Gajewski, I.G. Gelsen
- 103) Prof. Dr. Heinrich Heerlein, I.G. Wuppertal-Elberfeld
- 105) Consul General Wilhelm Rudolf Mann, I.G. Leverkusen
- 106) Commercial Counsellor Wilhelm Otto, I.G. Berlin SO 36
- 111) Paul Haefliger, I.G. Frankfurt a./Main
- 114) Dr. Heinrich Buehoff, Marseburg Ammunition Works (also Dr. Schneider)
- 117) William Weber, Director Defag, Shanghai
- 118) Director Carl Roesch, I.G. Basel
- 119) Director Dr. Ernst-August Struss, I.G. Frankfurt a./Main
- 121) Director Arnold Hamme, I.G. Frankfurt a./Main
Commercial Counsellor Hermann Walbel, I.G. Frankfurt a./Main
- 124) President Dr. Hans , Northern Liaison Office
- 130) Colonel Fr. Meyer, Tank Regiment 6, Neuruppin
- 131) Major Erner von Lewinski, Tank-Training Department, Wunsdorf
- 142) Lieutenant General Kurt von Schwenning, Reich War Ministry
- 133) Ambassador Dr. Hermann von Raumer, Berlin
- 137) Ambassador Gottfried Aschmann, Foreign Office
- 144) Heinz Jansen, Hamburg
- 166) Dr. Ernst Schaefer, Chairman of the Vorstand, Verein d. Stahlwerk
- 171) Fritz Kranefuss, Office of the Experts for Raw & Basic Material
- 176) Dr. Emil Stauss, Vice President of the Reichstag
- 181) Gustav Wessack, German Foreign Institute, Stuttgart
- 194) Otto Wolff, Otto Wolff & Co. Wholesale Iron Dealers, Koeln
- 195) Dr. Heinz Lautenschlager, Embassy Counsellor, German Embassy
Banking
- 196) Legation Counsellor Dr. Voss, Foreign Office
- 197) President Prof. Dr. Ernst Lehmann, Institute for Market Studies
- 201) Dr. Passarge, Paris
- 202) Captain Dr. Ernst Bloch, Reich War Ministry
- 203) Director Dr. Otto Ambros, I.G. Ludwigshafen
- 209) Ambassador Dieckhoff f. East Asia Consultant, Foreign Office
- 229) Dr. Walter Jacobi, International Nitrogen Association Ltd.
- 232) Secr. Dr. Ilgen, K. Wallatke, Foreign Political Office, on loan
- 235) Secr. Dr. Ilgen, on loan, Ministerialrat Dr. Imhoff, Reich
Ministry of Economy
- 237) Dr. von Tirpitz, Administrative Officer, Information Office
- 240) Saxer, Adminstr. Officer, Office of the Commercial Committee
- 241) Administrative Officer Ilgen, Dr. Terhaar
- 242) Gaenther Schiller, formerly Wien, now Berlin W 7
- 243) H. Passarge, Information Office
- 244) Dr. Reithinger, Economics Department
- 245) Director Dr. Gattineau, Wipo
- 246) sent on loan, actually Dr. Frank-Fohle
- 247) Dr. Fischer
- 248) Dr. Krueger
- 249) Dr. Ilgen
- 250) Dr. Edmund von Thermann, Ambassador, Buenos Aires
- 257) Dr. Richard Mitten, Frankfurt

TRANSLATION OF EXCERPTS FROM DOCUMENT No. VI-8414
CONTINUED

(page 3 of original)

- 286) Dr. Ludwig Roselius, Bulgarian Consul General, Bremen
- 287) Oberregierungsrat W. Pohlmann, Reich Ministry of Economics
- 290) Ministerialdirektor von Wentzaffel, Reich Ministry of Finance
- 295) Dr. Ilgen for Princess Margard zur Lippe
- 297) Reichsbankrat Scharr, Reich Ministry of Economics
- 300) Captain Dr. Simon, Reich War Ministry
- 313) Captain Dr. Ernst Bloch, Reich War Ministry for Navy Dept.
- 317) Werner Siering, La Guinica "Sayer", Santiago
- 318) Consul Alexander Rose, Valparaiso
- 319) Oberregierungsrat W. Pohlmann, Reich Ministry of Economics
- 326) Major General Fritz Loh, Reich Ministry of Economics
- 327) General of Infantry Kurt Liss
- 330) Gushler, Foreign Organization
- 331) Ministerialrat Heinrich Henke, Propaganda Office of German Embassy

5. only Volume 3.

- 302) Director W. Bertels-Troje, Secretariat/Java
- 303) G. Fuhling, Bangkok
- 304) J. J. Pinal, Manila
- 305) W. J. Schau, Singapore
- 306) Dr. O. Frey, Havana, Embassy
- 307) Dr. H. Ingels, German Minister, Bangkok
- 308) Max Ziegler, Manila

6/8/1938
No.

CERTIFICATION OF TRANSLATION

12 September 1947

I, JAMES H. HANCOCK, AKA No. 20 144, hereby certify that I am a duly appointed official for the purpose of the Liaison Office and that the above is a true and correct translation of the document No. VI-8414.

James H. Hanco
AKA No. 20 144

Minutes of Mail Conference No. 134

Pr/Bra 24 January 1939.

Present: Consul General MUNN (as guest)
Dr. KRUGGER (chairman)
Dr. FRANK-FAHLE
Dr. REITHINGER
PASSARGE
HELFERT
SCHMIDT
Dr. KERSTEN
v. MEISTER
DIHLANN
Dr. TERHAAR
JACOBSEN
SAXER
Dr. FRENTZEL

(page 5 of original)

2. Visitors for Information and Training Purposes (Informationsbesucher).

On the occasion of the last Clearing Conference GATTINOW proposed to cut down on time allowed for information and training purposes in connection with the Wipro's training program. In answer to a question interpolated by Consul General MUNN, KERSTEN explained the meaning of the term "Information and Training Visits" (Informationsbesuche). We are here concerned with:

- 1.) Visits by gentlemen who are to be employed by us in positions requiring special qualifications and are for this purpose first of all to obtain a general impression of the plant by undergoing a course of training within the establishment.
- 2.) Training of new staff.
- 3.) Visits by I.G. agents and gentlemen sent by sales companies for information purposes.
- 4.) Men sent by other than I.G. offices (official authorities, the organization of the N.S.D.A.F. abroad, and similar agencies), who are scheduled to travel abroad and desire to obtain information from the Economics Department (Volkswirtschaftliche Abteilung) on their respective country.
- 5.) Information given to gentlemen on the staff of the Foreign Office, commercial attaches, etc..
- 6.) Editors seeking information both from the Information Office (Nachrichtenstelle) as well as from reading material published by the Vowi (Economics Department.)

TRANSLATION OF EXCERPTS OF DOCUMENT NO. NI-5760
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES
CONTINUED

(page 2 of original)

With reference to item 3.) Consul General MANN requests that the time of training for men sent by the sales combines be cut down to a minimum. KRUGER replies that this rule applies to all types of training courses at N.W.7.

In addition KRUGER comments on the cooperation between the departments of N.W.7 and individual official personalities. Consul General MANN recommends, that representatives of the sales combines should assist at conferences, official luncheons and similar functions whenever possible. EICHNER is to furnish a list, compiled by FLORIN, naming the persons who are of particular interest to Bayer.

CERTIFICATE OF TRANSLATION

17 June 47

I, Hannah Schlesinger, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of document No. NI-5760.

Hannah Schlesinger
No. 20081

- 2 -
" END "

Case 6
after Dec. 11-5700
Dec. 12, 47- to

TRANSLATION OF Pgs. 1-6 OF DOCUMENT DO-14
OFFICE OF U.S. CHIEF OF CONSUL

Chief
of the Military Economy Staff
in the WEHRMACHT Office

Berlin W 35
TIRPITZSTR. 72-76
TELEPHONES local 12221
Long Distance) Switch-
board
No.
216191

SPEECH
BEFORE THE WEHRMACHT WAR COLLEGE
DELIVERED ON 1 NOVEMBER 1937

Introduction to Military Economy, with
Consideration of the Present Economic
Situation of the Reich

When, two years ago, the WEHRMACHT War College was founded, a great number of lecture hours in the curriculum were to my satisfaction assigned to Military Economy. It has become a tradition that the Chief of the Military Economy Staff, at the beginning of these lectures, which are for the greater part given by professional experts, delivers an introductory speech, in which is taken up also the subject of the military economic situation as it presents itself to us in Germany today. I therefore would like to divide my speech, this year also, into two parts. In the first part, I will attempt to explain to you briefly the theory of military economy, while, in the second part, I will take up the practical tasks of military economy and, in particular, the situation in Germany.

What we understand by military economy I need not explain to you today any more in detail, for in various newspapers and magazines the meaning of military economy, as we want to have it interpreted, has been thoroughly discussed. I should like to point out only that by military economy we understand not a system of economy, also not a doctrine of economy, but that by military economy we want to have understood the conversion of the entire economic thinking and acting in accordance with the idea of national defense.

Major EUTENE, who, until recently, worked in my office, has written in Military Economy in the German WELTSTIMME (Political Economist) Periodical No. 42. In this article, he has thoroughly discussed the concept of military economy. He has expressed the fact that there exist three viewpoints on the concept of military economy. The first interpretation understands by military economy the preparation and carrying out of the defense of the nation in the domain of peacetime economy. The second opinion sees in military economy simply a new form of controlling the economy and deems that political economy and military economy become the same.

The third view, which I follow, is of the opinion that military economy is a task and a task with regard to war at that; it is the task, in war, of placing all economic forces at the service of the conduct of the war. The economy, therefore, is the intellectual principle of the influence of national defense on economy. Just as strategy puts the military forces into operation, so military economy directs the economic forces. Therefore, political economy and military economy can never be considered the same. These few words may suffice to explain the concept of military economy.

The connections, which must between the military forces of a country and its economy have really, up to now, been sought only in the material sphere and I must state that they are just as strong in the realm of the ideal especially the principles of military economy, which have been established by us have attached great importance to the clarification of ideal connections.

These gentlemen who, before 1933, worked in the mobilization will know how difficult it was, at that time to find understanding for the defense of the country even in the Reich and State Ministries. It was still more difficult in economy, for economy, as such, found all measures for the defense of the country to be a burden from the economic viewpoint and the idea of military forces was, in most cases, just as repulsive to the employer as it was to the employee. The economy, as a whole, was just adapted to purely economic conditions and not to military ones and the task then was to reshape the inner attitude of the leaders of the economy and their personnel, because we believed that a military economy could be operated only by military persons. And here we say also, that it was two ponderables which helped us in the mental conversion, namely the World War and the national revolution. In evaluating the experiences of the World War and transplanting them to the economy, we increased our understanding of our work and we proved that the economic preparation for mobilization is for the benefit of the economy itself and the prerequisite for a modern national defense. The national revolution brought about the intellectual conversion of the entire people which was the prerequisite for a military economic arrangement of the economy. The economy today realizes that it can be successful in the long run only if it is protected by a sharp sword. And, on the other hand, the military authorities today know that an army has no striking power unless it is backed up by a powerful economy.

For the conversion of the economy to military economy organization measures were necessary. The reorganization of the entire economy, especially the establishing of the Reich Groups Industry, Trade and Handicraft have made the economy ready for national defense and armed it with striking power. Furthermore, the establishment of the Reich Food Estate must be interpreted along these lines. The appointment of labor trustees and the creation of the *ERWERBSKAMMER-SCHAFTEN* (EMPLOYMENT CHAMBERS) must be viewed as a considerable strengthening of the national defense, because social peace forms the basis for our reconstruction. Let us remember how harmful strikes and other social struggles have been for our supply efforts during the war and how different the course of the last months of the war could have been if a civil peace had been maintained at home. The Labor Front with its organization "Strength Through Joy" might also have favorable effects in that respect, provided, that the "Strength Through Joy" movement is directed along the lines of: Joy through vigorous work and joy from work through health of body and soul. Thus, there is a great number of organizational measures which have been carried out in the Third Reich and which are accomplishing outstanding results for the binding of the economy and the military power in an ideal and healthy way which give us the foundation for a real military-economic preparation for war.

Confirmation of Translation of Document EC-14

13 November 1945.

I, Arthur Allen, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of pp. 1-6 of Document EC 14 (Speech of the Chief of the Military Economy Staff before the German War College on 1 November 1937).

Arthur Allen

(page 6 of original)

In concluding the first part, I wish to give a brief outline of the tasks which the Military Economic Staff (Militarwirtschaftsstab) has to carry out. Looking at things from an overall point of view, it has been assigned three extensive fields of work within the framework of the economic preparations for mobilization.

(page 7 of original)

- 1) Concentrating a peacetime economy upon the principle of the defence of the country.
- 2) Preparing the conversion of a peacetime economy to a war economy and the measures needed to effect such a conversion.
- 3) Preparing economic warfare.

All three tasks require not merely a detailed knowledge of the whole economic machinery, but extensive/rapid knowledge and a sound estimate of the economic situation prevailing in a given country but also similar intelligence about our potential opponents. All three tasks also require a well-organized machinery for operations and for channeling orders, which has been provided by the Military Economy Organization (Militarwirtschaftsorganisation).

While the first task is being accomplished as a matter of daily routine, the second and third tasks will have to be performed by detailed preparatory mobilization operations extending in scope far beyond the work required for the very mobilization proper.

Details about these fields of work will be furnished to you. I merely wish to point out, in addition, that economic, just like military

(page 8 of original)

mobilization, will need flow along a direction with an effective range which will have to cover not only the collaboration of all parts of the armed forces but also the coordination of all ministries and economic bodies. Coordination of the type and speed of work performed by these sectors will be a special difficulty.

(page 13 of original)

In the last few months, the Reichstag has several times concerned on financial matters and on the value of the currency. On one occasion he made the following statement:

"Not reserves of gold but foreign exchange assets, but only alone is the foundation of the currency."

(page 13 of original, cont'd)

These statements of the Fuehrer have been misunderstood in different places and doubts have been expressed as to the value of the reserves of gold and foreign exchange assets available in the Reichsbank and elsewhere among the German people. I believe, gentlemen, that in speaking to you, I need not emphasize the fact that a war treasure of gold and foreign exchange assets is today of the same importance as a 100 or a 1000 years ago. It is just such a country as Germany, unable to feed herself from her own soil and to supply herself with domestic raw materials, that ought to seek to stockpile gold and foreign exchange reserves so that in case of war she can purchase the products she lacks.

(page 15 of original)

It is obvious that the Four Year Plan and the measures connected with it will involve the foreign currency question not only for the peacetime economy, but, above all, for war, because in future we shall manufacture materials which before had to be bought abroad. However, there remains a large number of materials which are vital to our war economy and which in large measure can only be obtained from abroad against foreign currency. In this connection it was interesting to watch the world market during last year. As political tension increased, aviation gasoline, cork, raw materials and even cereals could only be obtained for foreign currency. No state even dreamed of starting new economic deals in those fields. In view of the fact that similar means will be needed during the war to make the necessary preparations, to pay for the espionage service

(page 16 of original)

and similar purposes, it must be recognized that funds are useless if not foreign currency is needed. Even this brief indication shows the necessity for having a large gold and foreign currency reserve for the war. The statements of the Lord and the nation's leaders will show that a certain amount of foreign currency reserve is also needed in a peacetime economy for the operations of the national bank and for keeping up the trade.

(page 34 of original)

If an economic war is to be successfully waged, the same thorough preparation is also in various ways on the economic front and needed. The other and only way the economic war against the master will be the success. To achieve these results the leaders of the economic war must have the enemy's economy well and, in particular, must know where the most vulnerable points of the enemy's economy are. To put it like that, preparation on this field were not made in the world war, were the data available to bring quick success to economic warfare. Therefore, it is the task of the military economic staff (Wirtschaftsstab) of the armed forces of the economic structure and economic warfare of our neighboring countries to be and their weakest side, to be successful in this war.

TRANSLATION OF EXCERPTS FROM DOCUMENT No. EC-14
CONTINUED

(page 34 of original, cont'd)

necessary to have an extensive intelligence machine and to cultivate close contact with industry. It will be impossible to obtain the necessary data through espionage alone. The home economy, which in many fields has international relations with the economy

(page 35 of original)

of foreign countries, will have to lend its aid. Just as the General Staff has a department for foreign armies, so must a department for foreign economies be built up. This has great tasks waiting it.

The Wehrmacht will continue to be the most important agent of economic warfare. The Air Force and the Navy will be the first to be called upon to carry out active economic warfare. They can only be successful if the Military Economic Staff can be kept abreast with the data which will show them the most rewarding targets. Moreover, in future war operations on land will also be conducted from the military economic point of view.

.....

SECRET DOCUMENT

11 November 1947

To, Mr. S. HORN, LTO No. 443113 and Colonel K. HERR, LTO No. 35260,
hereto certify that we are duly appointed translators for the German
and Polish languages and that the above is a true and correct
translation of message from document No. 10-14.

Colonel S. HORN
LTO No. 443113

Colonel K. HERR
LTO No. 35260

-1-

AFFIDAVIT

I, Rudolf HUEHNERMANN, at present in Muenster, Palace of Justice, after having been warned that I will be liable to punishment for making a false statement state herewith under oath of my own free will and without coercion as follows:

1. From October 1936 to March 1943, with an interruption from June 1940 to the end of March 1941, I was with the Military Economic Staff of the High Command of the Armed Forces. I was in charge of the Military Economic Department from October 1937 to the middle of 1938. The task of the Military Economic Department was: working out of the military economic system, export of war equipment, industrial planning, handling of the mobilization plan of the Military economic organization, investigation of military economy abroad and ascertaining of the military economic situation at home. Concerning the question of the military economic situation abroad the Military Economic Department worked together with Section I W4 of the Abwehr. The aim of this cooperation was to have the Military Economic Department handle general questions, such as raw material problems, production figures and capacities, etc., while Section I W4 of the Abwehr was in charge of the investigation of specific individual projects. In the course of this cooperation both departments exchanged information and findings. It is of course clear that we also had at our disposal other sources of information, such as military attaches, the press abroad, etc. Our work was submitted to the General Staffs of the branches of the Wehrmacht. This work was usually classified as "Secret", and of particularly confidential matters which were obtained to us through agents and which were our own judgments were classified "Top Secret".

2. Another of our sources of information was the Economics Department of the IG Farbenindustrie A.G. (Volkswirtschaftliche Abteilung) I cannot give the precise date when this cooperation started, because at the time when I took over the Military Economic Department this connection was already in existence and I never learned when it began. The Economics Department of the IG co-operated with us by putting their work, such as reports on countries, detailed reports on raw materials, developmental prospects, at our disposal. Since the Economics Department of the IG had an excellent and highly qualified staff of collaborators we also

- 2 -

addressed to this office inquiries on subjects above which we assumed they were informed. (Inquiries about America's nitrogen production, etc.)

3. I can state the following concerning the setting-up of the Economic Staff East (code name "Oldenburg"): When, at the end of March on the beginning of April 1941, I returned from Wiesbaden to Berlin, this staff was already in the process of being set up. I assume that at that time the leading personalities and the experts of this staff were informed as to the its purpose and the location of assignment (East).

I have read each of the two pages of this affidavit carefully and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have stated the pure truth to the best of my knowledge and belief.

(signature) Rudolf Kuchnermann
signature

Sworn to and signed before me this 14th of August 1947 at Nurnberg, Germany, by Rudolf Kuchnermann, at present Nurnberg, Justizpalast, known to me to be the person making the above affidavit.

(signature) Otto Verber
Otto Verber

US Civilian, AOC No.
A-444 385
Office of Chief of
Council for War Crimes,
US War Department.

CERTIFICATE OF TRANSLATION

12. September 1947

I, Julius STUBBE, AOC No. A-442 654, hereby certify that I am duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. "I-9827".

.....
Julius STUBBE
AOC No. A-442 654

From I.G. Farbenindustrie Aktiengesellschaft
(Economic Department (Volkswirtschaftliche Abteilung)
Berlin NW 7, Unter den Linden 82

To I.G. Farbenindustrie Aktiengesellschaft
Office (Board) Sparte I

Oppau

1877

Enclosed we send you a report, covering our activities
for the month of September 1938 which you will kindly
peruse.

Economic Department
(signature:) E. TANNERT

Date: 13 October 1938

TRANSLATION OF DOCUMENT No. MI-6359
CONTINUED

Stamp:

Office Sparte I
Received
Oct. 14 1938

Pencil Notation (all checked,
(or initialed)
(Translator's
remark)

Mr. Dr. RUNZE
" Dr. Philip SCHWABE
" Dr. von FILL
" Dr. LESEKART
" Dr. SCHWELZ
" Dr. H. WILDER
" Dr. HARTMANN
" Dr. SCHMIDT

Report of the Economic Department for the month
of September 1938.

Work No.

A. Work in hand

Economic Reports:

3042	International Exchange Situation.
3072	The Manabu Zukogyo Kaisha Company,
(handwritten)	Finchard Development Company for Heavy Industry.
available	
3074	World Distribution of Raw Material.
3096	German Chemical Export Trade for First Half Year 1938.
3102	Industrializing and Development of Buying Power in Chile.
3086	<u>Industrial Economic Planning.</u>
	<u>Number 42 (July/August 1938)</u>

B. Single Reports:

Section I.

3091	On the Question of Financial Investments in Brazil.
3084	On the Situation of the Sol of Peru - September 1938
3101	The Purchasing Power Parity of the Czechoslovakian "Krone".

(Page 1 of original, cont'd)

Section II.

- 2960 Economic Report from Czecho-Slovakia.
- 3054 Economic Report from German Sudetenland
- 3077 Textile Industry in Czecho-Slovakia, with Special Reference to the Textile Industry of the German Sudetenland.
- 3099 The Czecho-Slovakian mineral Industries with Reference to the Sudeten-German Participation.
- 3093 Import of Cement into Iraq, according to Iranian Statistics, (see table).

Section III.

- 3077 (handwritten) Statistical Facts regarding Hydrogenperoxide (available) and its Economy in Important Countries.
- 3094 Facts about Soap, Alcohol, and Lacquer, in the Irish Free State.
- 3112 Report of Red Hematite from British Malay States.
- 3113 Use of Rye and Wheat flour for Bookbinding Purposes.

(page 2 of original)

- 3114 Mineral Oil Situation in Czecho-Slovakia.
- 3115 Coal Situation in Czecho-Slovakia.

Section IV

- 3025 The Most Important Chemical Companies in Czecho-Slovakia (without those in the "Aussiger Verein" (Aussig Association).
- 3092 Producers of Plastics in Germany.
- 3095 List of Most Important Producers of Automotive Brake bands in Germany.
- 3087 German Whaling Enterprises.
- 3088 * Locations of the Larger Chemical Works in Czecho-Slovakia.

(Page 2 of original, cont'd)

Short Descriptions of Companies:

- 3089 Oleo-margarine Rawmaterial Buying G.m.b.H.,
Berlin. (Margarine-Rohstoff-Beschaffungs-G.m.b.H.,
Berlin).
- 3091 German Oil- Mill Rawmaterial G.m.b.H., Berlin.
(Deutsche Oelmuehlen-Rohstoffe G.m.b.H., Berlin).

Travelling Charts:

- 3078 China, Organizations and Associations, Chambers
of Commerce and Banks.
- 3079 Manchukuo, Organizations and Associations,
Chambers of Commerce and Banks.
- 3080 Japan, Organizations and Associations, Chambers
of Commerce and Banks.
- 3073 Hongkong - Organizations and Associations, Chambers
of Commerce and Banks.

Statement Analyses:

- 3071 KJLM & Co., Aktiengesellschaft, Wiesbaden-
Siebrich 1932-1937.
- 3075 Bayerische Stickstoff-Werke A.G., Muenchen 1932 -
1937.
- 3065 Oesterreichische Dynamit Nobel Aktiengesellschaft,
Wien, 1933 - 1937.
- 3076 Aktiengesellschaft Dynamit Nobel, Bratislava,
1933 - 1937.
- 3062 Carbide-Werk Deutsch-Metall Aktiengesellschaft,
Wien, 1933 - 1937.
- 3070 A. RIECKHOFF'sche Montanwerke Aktiengesellschaft,
Halle, 1933 - 1933.
- 3085 Schweizerische Gesellschaft fuer Metallwerte,
Basel, 1933 - 1938.

Economic Department

(signature:) E. TANNERT

12 October 1938
Lc.

TRANSLATION OF DOCUMENT No. NI-6359
CONTINUED

CERTIFICATE OF TRANSLATION

2 July 1947

I, Mary Plack PERRY, 20 136, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-6359.

Mary Plack PERRY,
20 136.

ERRATA SHEET

Page 1 of Translation of Document No. NI-6359. Signature should read:

HANNERT

Page 3, Signature should read:

HANNERT

Errata Sheet prepared by:

JOHN J. BOLL
U. S. Civilian
AGO No. A-44412

(END)

REPORT
ON
SIST VOMI (VOLKSWIRTSCHAFTLICHE ABTEILUNG - NATIONAL ECONOMIC DEPARTMENT)
MEETING - 16 AUGUST 1939

Present:

Dr. REITHINGER
Dr. RANNERT
Dr. PLATZER

Dept. I:

Dr. BURKHUISER
Dr. BRANDAU
Dr. PREISS

Dept. II:

Dr. RUPP
Dr. WEGMANN
Dr. HEMMER
Dr. VERHAU
Dr. GRAUERT

Dept. I:

Finished For:

Wipo (Wirtschaftspolitische Abt.,
Economic-Political Dept) for RM
(Reichswirtschaftsministerium -
Reich Economic Ministry)

v. FLUEGGE

General

General

New Orders From:

Central Purchasing Office 30 36
(Prokurist BORN)

Expo

Dr. ILGNER

Dept. III:

Dr. JOHN
Dr. RICHTER
Dr. KRAUSE
LORENZ

Dept. IV:

DORN
Dr. WENNERBACH

Japanese currency political activities
in North and Central China.

Fish import and countries of origin
in British-India.

The international currency situation
in summer 1939.

Report about the XVIII International
Agrarian Congress in Dresden in 1939.

Statistical report on the number of
roads in various countries.

Historical development of oil seed
cultivation in Germany.

Article about the German economic
situation (for a Belgian paper).

(Page 2 of original)

Dept. II: (West)

Finished for:

General

Weekly report No. 31 Industrialization and increase of purchasing power in Columbia.

Directorate Dept. Chemicals
Dept. 6 Special Group
for Export Frankfurt/Main

Leather Production in Mexico.

Dr. ANDERHUB, Kalle & Co.,
Wiesbaden

Statistics on Trinidad's foreign trade.

Dr. HAYEK - A.W.P.

Economic structure and political economy of France.

Dr. FRANK-PAHLE

Statistics on potential water power and electricity generating plants in Brazil

Commentary on article "Conditions governing sale of German products in U.S.A."

Dir. Dr. DUDEN, Poelitz:

Economic structure of Pomerania (Lecture)

New Orders From:

VOWI Frankfurt/Main

Survey of economic structure and economic conditions of Switzerland.

Section II (East):

Finished For:

Geh. Rat SCHMITZ

Economic structure and economic conditions. (Short, revised surveys for

Poland	Hungary
Yugoslavia	Rumania
Greece	

Geh. Rat. SCHMITZ

Possibilities of intensifying trade relations between Germany and Southeast European countries

General

Economic reports - Russia (formerly Igorussko-reports).

(Page 3 of original)

Section III:

Finished For:

I.G. Leverkusen

Import, consumption and export of Japan and Manchuria of rubber and rubber products

TRANSLATION OF DOCUMENT NO. HI-7086
Cont'd

VOWI Frankfurt/Main	Algerian imports of white lead, tin white, and lithopone from 1934/38. (in amounts)
"	Value of Swiss asphalt color industry products.
Colorists Dept. Ludwigshafen	Production of synthetic resins in America, Germany, and Great Britain. Import of natural resin and drying oils.
Dr. ROTGER, Saichstoff Syndikat	Variation between coal and coke prices on the world market.
Dir. van BEEK	Textile Industry of Greater Germany. a) Equipment. b) Development of raw material situation since the last prewar year c) Cellulose wool, cotton since 1933.
von MEISTER	Prices for high grade scrap iron in Great Britain.
B.d.K.A. (Bureau des Kaufmannischen aus Schusses - Office of Commercial Committee)	Policy statement on whether I.G. should take over world cartel sales of quick-silver.
AMP Leuna	Foreign currency charge for solvents, automobile gasoline, and linseed-oil.
VOWI Frankfurt/Main Special export group G.	Glycerine import for Turkey for 1937/38 Bulgaria 1939.
Landwehr, Office of Commercial Committee.	German import and production of tanning bark and tanning extract.
Lit. Dep. Hoechst	Benzol production of main producing countries 1932/38.
Dr. WIEMACKER, Hoechst	German asbestos consumption according to consumer groups in 1937
Nitrogen Dept. Ludwigshafen	Information about nickel deposits in Brazil.

(Page 4 of original)

New Orders From:

Duisburger Kupper Huette	Prices for Swedish ore lacking Phosphor
Dr. MUENCH, AMP Leuna	Market conditions for white oil in Germany.
Dept. A., Frankfurt/Main	Market conditions for vasoline in Germany.
Dr. WEIHE, Hoechst	Survey of Vinyl synthetic materials in U.S.A. and Canada.
Vigra - Non-Ferrous metals. Dr. GAREL	Material for chromium supply in Germany 1930/38.

General	Chemical economy in <u>Brazil</u> .
General	Chemical economy in <u>Slovakia</u> .
Dr. KRUEGER	Statistics on coal consumption in Germany according to type of utilization.
Dr. KRUEGER	German import of I.G. raw materials from abroad.
Dr. KRUEGER	Memo on the problem of German supply of Bauxite and Alumina.
<u>Department IV:</u>	
<u>Finished For:</u>	
Dept. X, Frankfurt/Main	List of European linoleum producers.
	<u>List of Firms:</u>
Directorate Dept. Chemicals Frankfurt/Main	Cia. Primitiva de Gas de Buenos Aires, Ltd., London/ <u>Buenos Aires</u> .
Office Sparte I	Chemikalien-Verkaufsges. Donau G.m.b.H. Vienna.
" "	Chemical Works Aussig-Falkenau G.m.b.H. Dresden (temporary list).
Economic Political Dept. for Dr. SCHLOTTERER	Japanese currency-political activities in <u>Northern and Central China</u> .
Dr. KRUEGER	Lard factory - Rumania.
Duisburger Kupper Huette	Temporary list of the main producers of sulphuric acid in Spain.

(Page 5 of original)

Geh. rat SCHMITZ	<u>Analysis of Audits:</u> Verschen-Weissenfelder Braunkohlen A.G. Halle. Rheinische Gummi und Celluloid Fabrik Mannheim. The Shell Transport & Trading Co., Ltd., London. Creditanstalt - Bankverein - Vienna. Anhaltische Kohlen Werke - Halle. A.G. Dynamit Nobel, Fressburg. Akt. Algem. Kunstzijde Unie N.V., Arnhem. Vereinigte Glasstoff Fabriken A.G. Wuppertal-Elberfeld.
<u>New Orders From:</u>	
Dir. Dr. SCHARF, Halle	Concern representation of Deutsche Erdöl A.G., Berlin.

TRANSLATION OF DOCUMENT NO. NI-7086
Cont'd

(Translator's Note: Stamp)
Signed: REITHINGER

Dr. Pr/M.

26 August 1939

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, M.P. NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI - 7086.

DOROTHEA L. GALEWSKI
M.P. NO. 34079

END

Minutes
of the 35th meeting of the Commercial Committee
held on Tuesday, 20 August 1940, 9:30 hours
in Berlin RV 7, Unter den Linden 78.

Present:

Gehaimrat SCHMIDT	
von SCHNITZER	Chairman
BUEL	temporarily
DEPKER	
FRANK-PAHL	
HAEFLIGER	
v.d. HEYDE	temporarily
ILGNER	
von KRIEGER	
KUEGER	
KUHLER	
MANN	
ter MEER	temporarily
OTTO	
REITHINGER	temporarily
TEHRAH	
WEBER-ANDREAS	
WEISS	

1.) Situation in Economic Policy.
a) State of negotiations concerning France.

Dr. von SCHNITZER reports about the discussions which he has had with the Armistice Commission at Wiesbaden, and about his trip to France together with Dr. TEHRAH. The discussions with the competent German authorities in France have revealed that the proposals made by I.G. are being appreciated by these authorities and have met with their approval in principle. As a result appropriate measures have already been taken as far as the photographic section in France is concerned. By keeping in touch with the German authorities in Paris endeavors are to be made to obtain concessions for the sale of our products which is handicapped by the French price control regulations. Negotiations with the Union Syndicate des Producteurs de Matieres Colorantes are to take place at a later date, but also in conjunction with the German authorities.

Dr. von SCHNITZER furthermore describes the probable development of Franco-German

(Page 2 of original)

trade relations and points especially to the desirability of the immediate resumption of export to France.

Personnel questions in connection with our French sales companies are discussed fully.

b) Dutch question.

Dr. von SCHNITZER explains that it is difficult at the moment to express an opinion as to the whole Dutch question since, as regards the interests of the German economy and the interests of the I.G. Konzern in particular, the Dutch economy can only be considered in conjunction with the Dutch Indies (e.g. Shell, quinine). It is agreed that this

should be expressed in the general preliminary remarks to the Dutch notes.

Herr OTTO reports on the AZUL-complex.

c) Belgium.

(Handwritten Marginal Note:) ILGWU
The result of a thorough discussion on the Solvay-Konzern is the decision, to examine the question of increasing the participation in the Deutsche Solvay Werk AG., Bernburg, and to buying shares in some South-East European companies in which Solvay is interested. Furthermore, investigations are to be made as to what further interests of the Solvay-Konzern and of the Union Chimique Belge S.A. touch our spheres.

(Handwritten Marginal Note:) A.O.
Herr OTTO suggests that similar investigations be made in regard to Produits Photographiques Gevaert S.A., Vieux-Dieu.

d) Denmark.

On account of the recent political development the tasks for Denmark are to be accomplished before those concerning Norway.

e) Miscellaneous.

It is decided to submit to the official authorities in question, referring to page 4 of the letter sent on 3 August 1940 to the Reich Ministry for Economics, - the memorandum drawn up by Dr. von KNEBEL containing suggestions for the peace treaty on the subject of industrial legal protection and the position of the German Reich patent in a European economic sphere under German leadership.

(Page 3 of original)

The suggestions regarding the settlement of questions of sequestration, taxation of branch establishments abroad, etc., which were submitted to Dr. von KNEBEL by the Legal Department of Farben, are discussed, and it is decided which part of these suggestions are also to be passed to the Reich Ministry of Economics and the other authorities concerned.

Geh.rat SCHMITZ draws attention to the work of the Reichsgruppe Industrie and of other offices. In connection with this, Dr. von KNEBEL reports on discussions held on the subject of cartel law (Kartellrecht) in the Reichsgruppe Industrie.

The views on cartels which were then expressed resulted in agreement that in principle only measurable and exchangeable products were suitable for cartelization. Dr. von SCHMITZ and Herr WEBER-ANDERKE will speak to Dr. UGGEMITTER about this question, and will remain in contact with him. In this respect Herr MAHN points out that the smaller and medium-sized firms must also be given the possibility for export, to which end the efforts and work of Dr. UGGEMITTER are directed. Herr WEBER-ANDERKE informs the Commercial Committee (K.A.) of the work of the chemical sales combine (Verkaufsgemeinschaft Chemikalien) for the Wirtschaftsgruppe Chemie arranged according to products; from this account it is gathered that in measures to be taken in future, it is expedient to test according to countries as well as according to products.

f) Italy.

Dr. ILGNER reports on the visit of Graf VOLPI and on the work of the I.A.I. and D.I.S. regarding the definition of the sphere of German and Italian interests in Europe and the Mediterranean area.

2.) Mobilisation - Question (M.-Frage).

The mobilisation question is discussed.

3.) Work of the Economics Department of the I.G. for official offices.

Dr. REITHINGER reports. On a suggestion made by Herr MAER, it is decided that the members of the Commercial Committee (K.A.), should as far as possible be kept continually informed of the various subjects under consideration and that a list of the other tasks should be submitted to the Commercial Committee (K.A.).

(Page 4 of original)

4.) Foreign Companies.

Dr. ILGNER reports on an enquiry of the Supervisory Office Chemical Industry (Pruefungsausschuss Chemie) and on discussions with the Deputy Gauleiter KESS regarding the organization of our foreign companies. The draft of a letter to the Supervisory Office is approved.

5.) Activity of I.G. employees abroad, in International Organizations.

is discussed.

6.) Baltic Countries and Finland.

The economic relations with the Baltic States after their incorporation into the USSR and the conditions governing trade policy towards Finland are discussed.

7.) Matters relating to the South-East.

a) Chemische Werke Auschwitz-Falkenberg G.m.b.H.

Dr. von SCHNITZLER reports on the monetary requirements and the consequent measures of financial support necessary for Auschwitz-Falkenberg, and gives information on an exchange of correspondence with the Chemische Fabrik von Heyden A.G. He himself, Dr. BUEHL and Dr. ILGNER will continue negotiations with Heyden regarding the financial question, in the second half of September.

Dr. ILGNER reports on the Prager Verein in connection with the status of the protectorate. His suggestions regarding the possibility of a community of interests (Interessengemeinschaft) are to be worked out in greater detail.

b) Bulgaria.

The project concerning the erection of a sulphuric-acid factory in Bulgaria is discussed; Dr. ILGNER reports in this connection that the Bulgarian State may intend to participate in this project.

8.) Rhodiaseta, Freiburg.

Following on the statements of Herr OTTO, Dr. ter MEER reports on his discussion with Dr. HESS; with whom Herr OTTO will get into touch.

Berlin, 21 August 1940
FF/3a. 35/40

Signed: von SCHNITZER

Signed: FRANK SAHLE

CERTIFICATE OF TRANSLATION

I, ANNETTE JACOBSON, No. 20146, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-6160.

ANNETTE JACOBSON
No. 20146

END

TRANSLATION OF DOCUMENT No. NI-7343
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Office of U.S. Chief of Counsel
Certification of Source of Original Document

Initials: NR I, Nathan Rich, War Department, do hereby certify that the document numbered WD - 19 and dated 1938 - 1940 was taken from the files of the Reichsstelle fuer Wirtschaftsausbau (Reich Office for Economic Development), located in the German Military Document Section, War Department.

Signature: Nathan Rich
NATHAN RICH

23 May 1947
Date

(page 2 of original) Stamp: T.G. PUBLICATIONS, INC. 1000 15th St., N.W. Washington, D.C.

Publications of the Economics Department in South Eastern Europe (part)

Iss: WC/19

South Eastern Europe: General

Survey of the Fluctuations in the National Revenue of the Countries of South Eastern Europe	2731	1938
Economic Structure and Development in the Danube Area	2883	1938
Foreign Liabilities in the Danube Area	2884	1938
The Trade Connections of Germany and Great Britain with the Countries of Eastern and South Eastern Europe in 1937	3037	1938
The Importance and Economic Influence of the Major Austrian Banks in South-Eastern Europe	3100	1938
The Importance of Austrian Interests (exclusive of Soda) in Eastern and South-Eastern Europe	3163	1938
Development to Date and Possibilities of Further Development in the Production of Non-ferrous Metals in South-Eastern Europe	3244	1939
Cultivation of and Foreign Trade in Oil-Seed in South-Eastern Europe and the Near East	3254	1939
Wine No. 4/1939 Germany's Supply of Non-ferrous Metals, with particular Reference to South-Eastern European Sources of Supply	3265	1939

TRANSLATION OF DOCUMENT No. NI-7343
CONTINUED

(Page 1 of original cont'd)

Diagrammatic Record of the Development of Germany's Foreign Trade and its most Important European Rivals in Central and Southern Europe, since the end of the World War	3445	1939
The Development of Oil-Seed Cultivation in South-Eastern Europe and an Estimate of the Harvest for 1939	3660	1939
German Supply of Raw Materials from U.S.S.R. and South-Eastern Europe	3693	1939
Possibilities of the Establishment of closer Trade Connections with the Countries of South-Eastern Europe	3554	1939
Production and Foreign Trade Statistics for Raw Materials in South-Eastern Europe in 1938 (Tables)	3720	1939
Time (German Edition) No. 2/1940 South-Eastern European Currencies	3549	1940
Greater Germany's Foreign Trade with South-Eastern Europe in 1938 (Tables)	3741	1940
Germany's Foreign Trade with the South-East	3942	1940
The Interests of the Late-Bolshevik, with particular Reference to Interests and Investments in Chemical Enterprises in South-Eastern Europe	+3940	1940

(Page 3 of original)

Figures and Diagrams illustrating South-Eastern Europe's Foreign Trade	+3952	1940
Italy's Trade Connections with South-Eastern Europe and the East	3963	1940
The Solway and Prague Association in South-Eastern Europe	+4049	1940
South Eastern Europe's Exports of Chemical Products in 1935, and the Proportions of Exported Goods supplied by the Main Supplier Countries	4053	1940
News from Abroad, German Edition Soviet Russia's Economic Connections with the South-Eastern European States	4065	1940
Elektrochemie Südosteuropaische Handelsgesellschaft m.B.H.	+4134	1940

(page 3 of original cont'd)

Bulgaria

Bulgaria's Exports in 1933 subdivided according to Goods Imported and Supplier Countries, giving special Consideration to the Possibilities of the Transfer of Goods from Germany to Third Countries	1524	1935
Mining Firms in Bulgaria	1564	1935
Bulgaria's Economic Structure and Present Economic Situation (Brief Survey)	2076	1935
Economic Report on Bulgaria	2216	1935
List of the most important Chemical Enterprises in Bulgaria	3310	1939
Bulgaria's Lacquer Industry	3400	1939
Bulgaria's Imports and Exports of important Chemical Products in 1937	3640a	1939
Bulgaria's Foreign Trade in 1933 subdivided according to Goods and Countries	3640	1939
The Foreign Trade of Bulgaria, Greece, Turkey, and Iran, subdivided according to Countries of Origin and Destination and Germany's Foreign Trade with these Countries (Tables)	43736	1940
Handbook of Bulgaria Chambers of Commerce, Industrial Unions, National Bank and Private Banks	3773	1940
News from Abroad (wartime Edition) War Economy Measures and the Economic Situation of Bulgaria	3094	1940
The Agencies of important German and neutral Industrial Enterprises in Bulgaria	+3650	1940
Report on the Bulgarian Pri. of 21 February - 3 March 1940	+3939	1940
Bulgaria's Chemical Industry	+3550	1940
British and French Interests in Bulgarian Mining Enterprises	4152	1940

TRANSLATION OF DOCUMENT NO. NI-7303
CONTINUED

(page 4 of original)

Greece

Chambers of Commerce and Industrial Unions, National Banks, Private Banks	2950	1930
The Greek Chemical Industry Ann. No. 32/1930	3047	1930
Greece's Glycerine Supply	3114	1930
The Greek Soap Industry	3201	1930
German Insurance Companies in Greece	3243	1930
S.A. de Poudres et Cartoucheries Helléniques Athens, (Exposition of the Balance Sheet) + Co. 1937 - 1938	3453	1938
Greece, A Brief Political and Industrial Survey.	3532	1939
Greek Imports of Important Chemical Products in 1930	3620	1939
The Economic Structure and Present Economic Situation of Greece	3537	1939
Greek Foreign Trade in 1937, subdivided according to Goods and Countries	3620a	1939
News from Abroad (Martino Edition) 1939 Supply Situation and the Policy governing Greek Foreign Trade in Products of Im- portance to the Economy 1939	3750	1939
The Foreign Trade of Bulgaria, Greece, Turkey and Iran, subdivided according to Countries of Origin and Destination, and Germany's Foreign Trade with these Countries (Tables)	+3756	1940
Handbook of Greece Chambers of Commerce, Industrial Unions, National Banks and Private Banks	3774	1940
List of the Greek Agencies of Important German and Neutral Industrial Enterprises	+3052	1940
British, Belgian, French and American Interests in Important Enterprises within the Chemical, Mining and Heavy Industries in Greece	4037	1940

(page 4 of original cont'd)

Yugoslavia

The most Important Chemical Firms of Yugoslavia and of Branches of Industries allied therewith	+2562	1937
The Investments of Austrian Banks in Yugoslavian Banks	2725	1937
Yugoslavia's Power Supply and Raw Materials	3115	1937
The Devaluation of the Rate of Exchange of the Clearing Reichsmark by the National Bank of Yugoslavia	3353	1937
Economic Report on Yugoslavia Yugoslavia's Import and Export Trade in Important Chemical Products in 1937	3645a	1937

(page 5 of original)

Yugoslavia's Export Trade in 1938, subdivided according to Goods and Countries	3646	1939
News from Abroad (Partino Edition) No. 4/1939 Yugoslavia's Economic Situation and the Measures taken in Connection with War Economy	3701	1939
News from Abroad (Partino Edition) The State of the Yugoslavian Textiles Industry since the Beginning of the war	3783	1940
Handbook of Yugoslavia Chambers of Commerce, Industrial Unions, National Bank and Private Banks	3755	1940
List of the Yugoslavian Agencies of Important German and Neutral Enterprises	+3051	1940
Yugoslavia's Chemical Industry	+3930	1940
British, French and American Interests in Important Enterprises within the Chemical, Mineral-Oil, Mining and Heavy Industries of Yugoslavia	4051	1940
Report giving General Impressions gained during a Journey to Yugoslavia, 16 - 27 July 1940	-4187	1940

(page 5 of original cont'd)

Roumania

The Roumanian Sulphuric Acid Market	+2630	1937
Line No. 19/1938 Roumania's Chemical Industry	2053	1938
Roumania's Chemical Industry	2905	1938
Economic Report on Roumania	2045	1938
Natural Gas in Siebenbuergen	3335	1939
Line No. 13/1939 Roumanian Mineral Oil	3336	1939
The most important Roumanian Mineral Oil Firms	3212	1939
The most important Roumanian Ore and Coal Mining Companies	3412	1939
The Countries of Origin and Countries of Destination of Roumania's Import and Export Goods in 1937	2461	1939
Possibilities of Increasing Roumania's Nitrogen Consumption	3550	1939
Roumania's Import and Export Trade in Important Chemical Products in 1937	3557	1939
Roumania's Economic Structure and Present Economic Situation	3537	1939
The New Roumanian Foreign Currency Control System	+3742	1939
News from Alroed (Vertine Edition) Roumania's Foreign Trade and the European Conflict	+3731	1939
Roumania at the End of 1939	+3771	1940

(page 6 of original)

Handbook of Roumania Chambers of Commerce, Industrial Unions, National Bank and Private Banks	3776	1940
Report of General Impressions gained during the Period spent in Roumania, from 21 December 1939 to 4 January 1940	+3801	1940

TRANSLATION OF DOCUMENT No. NI-7343
CONTINUED

(Page 6 of original cont'd)

Rumania's Political and Economic Structure and Present Situation	3745	1940
Romania's Most Important Chemical Enterprises	+3825	1940
Scientific-Industrial and other Institutes in Bucharest	3883	1940
Improved financial backing for Rumanian Economy by means of the Revivification of the Gold in the National Bank	+3977	1940
The Prospects for Rumanian Exports (Estimated) for 1939	3987	1940
List of the Rumanian Agencies of Imported Goods and Neutral Enterprises	+4007	1940
Romania's Foreign Liabilities	3936	1940
Naphtic Gold in Rumania	+4011	1940
The Rumanian Press (Preliminary Survey)	4022	1940
British, French and American Interests in Important Enterprises within the Rumanian Customs, Mineral-Oil, Grain and Heavy Industries	+4050	1940
News from Moscow (Article Edition) The Economic Aspects of Rumania and Northern Bukovina and their Importance to Rumania	4077	1940
Hungary		
Structure and Present State of the Hungarian Agricultural and Forestry System		1938
Hungary's Foreign Trade in Chemical Products	2521	1937
List of German Firms which have particular Interest in Trade with Hungary	2507	1937
Karl Friedl Weiss, Stahl- und Metallwerke A.G., Description of the Firm	2572	1937
Economic Report on Hungary	25456	1938
The Most Important Chemical Firms of Hungary	2500	1938
Hungary's Chemical Industry	3036	1938
The Economic Importance of the Re-Industrialization of Upper Hungary in Hungary	3175	1938
The State of the Hungarian Police, December 1938	3210	1938

(page 6 of original cont'd)

The Hungaria and Peter Nitrogen as Majority Stockholders of the Metallochemia	3363	1939
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(page 7 of original)

Hungary's Import and Export Trade in Important Chemical Products in 1937	3650	1939
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News from Abroad (Artisan Edition) No. 3/1939 Measures taken in Connection with War Economy, and the Present Economic Situation of Hungary	3677	1939
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The Economic Structure and Present Economic Situation of Hungary	3743	1939
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Hungary's Foreign Trade in 1937, subdivided according to Goods and Countries	3751	1939
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Handbook of Hungary Chambers of Commerce, Industrial Unions, National Bank and Private Banks	3777	1940
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News from Abroad (Artisan Edition) Changes in Hungarian Industry since the outbreak of War	3795	1940
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List of the Hungarian Agencies of Important German and Neutral Industrial Enterprises	3854	1940
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Survey of the Hungarian State and its Economy I. People and State	3921	1940
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British, French and American Interests in Important Enterprises within the Hungarian Chemical, Mineral-Oil, and Heavy Industries	4056	1940
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The National Bank and its Chief (Hungary)	4105	1940
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Slovakia (and the former Czechoslovakia)

A.G. Dynamit Nobel, Prossburg Description of the Firm	2543	1937
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Association for Chemical and Metallurgical Produc- tion (Aussig Association)	3021	1938
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The most Important Chemical Firms of Czechoslovakia (excluding those of the Aussig Association)	3025	1938
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The Location of the Major Chemical Firms of Czechoslovakia	3031	1938
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The most Important Firms of Czechoslovakia	2955	1939
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List of the most Important Enterprises in and near Prossburg	3161	1938
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TRANSLATION OF DOCUMENT No. NI-7343
CONTINUED

(page 7 of original cont'd)

Association for Chemical and Metallurgical Production, Prague (Supplement to No. 3024)	3360	1939
Important Banks in Slovakia and their Chiefs	3233	1939
Economic Report The Economic Aspects of the Protectorate of Bohemia and Moravia, and of Slovakia	3350/54	1939
China No. 12/1939 Greater Germany and the Economic Aspects of the Protectorate of Bohemia and Moravia, and of Slovakia	335	1939
The Economic Structure of Slovakia	3420	1939

(page 2 of original)

The most Important Banks in Bohemia and Moravia and in Slovakia, as of the beginning of May 1939	3449	1939
Slovakia: Chamber of Commerce and Industry, Processing National Bank and Private Banks	3095	1940
British and French Interests in Slovakian Chemical and Mining Enterprises	4055	1940
Important Authorities and Persons of Slovakia	3994	1940
Association for Chemical and Metallurgical Production, Prague (Prague Association)	4120	1940
Association for Chemical and Metallurgical Production, Prague (Prague Association) Supplement to Publication 3024 and 3360 of the Economics Department, giving the most Important Changes since the End of 1939	4125	1940
China No. 26/1939: Albania's Economic Status	3523	1939

CERTIFICATE OF TRANSLATION

3 September 1947

I, BENJ. C. BISHOP, No. D 427459, hereby certify that I am duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-7343.

BENJ. C. BISHOP, No. D 427459.

AFFIDAVIT

I, Dr. Franz RUPP, Berlin-Zehlendorf, Zehlendorfer Damm 59, having been warned that I render myself liable to punishment by making false statements, hereby voluntarily and without duress state the following under oath:

1. I know that the Economics Department under Dr. ECKHART, compiled and drew up location maps of chemical plants in each foreign country. To my knowledge these maps were then submitted to the Wehrmacht High Command and to other authorities. I do not know whether I.G. Farben did this on their own initiative or whether these maps had been requested by the Wehrmacht High Command. As far as I can remember this was shortly after the outbreak of war. I am sure of this, because the matter was discussed openly in the Economics Department.

2. I know that under Dr. REITHINGER's supervision, I.G. Farben reports on foreign countries were forwarded to the Wehrmacht High Command as well, and that these reports not only comprised the business side of chemical industry, but as I discovered afterwards included every point of interest to the Government or the Wehrmacht. The basic material for these reports was partly our own research and statistics, and partly reports we received from abroad and used in our Economics Department. I now recollect also that on many occasions we wrote reports which included far more than pertained to the actual field of chemistry. I remember in this connection that we had to deal with the following subjects:

- a. Possibilities of Danish agricultural production in case of a blockade. (This we were requested to write in the autumn 1939, shortly after the outbreak of war.)
 - b. The role played by African gold in British war finance. (I believe this was done at the same time.)
- (Signature: Dr. Franz RUPP)

(page 2 of original)

- c) Reports on Africa, Russia and the Near East were also compiled by us.

The last mentioned reports were compiled after September 1939, but before German military operations were started in Africa and Russia. I also remember that, concerning the Near East, the Wehrmacht High Command requested us to draw up a report on the existing filling stations in the East. The subjects of the reports were mainly: conditions of production, transport conditions, the state of roads, conditions of water transportation, the position regarding railroads, and the situation in the armaments industry of that time.

3. As regards the I.G. Farben liaison personnel, I know a Herr KUGLER among others. I know about him, for instance, that he maintained official relations with the Wehrmacht High Command. Regarding the negotiations of these I.G. Farben liaison men with embassies or consulates abroad, it must be said that this was the general practice of all our men abroad. I know also that on several occasions Herr Dr. REITHINGER took the initiative in offering the Wehrmacht High Command his services in connection with the reports. Knowing affairs as I do, Herr Dr. REITHINGER could of course do this only with ILGNER's permission. In my personal view, the considerations which prompted men like ILGNER in their actions were mainly the satisfaction of their urge to increase their power and extend the business.

(page 2 of original cont'd.)

4. We knew Herr von der HEYDE as the counter intelligence agent with I.G. Farben. One of his functions was cooperation with (initialled) Counter Intelligence High Command. Dr. RUEDIGER worked either for or with him, and he later became his successor, after von der HEYDE had left us and was working full time with the Wehrmacht High Command.

(page 3 of original) (Signature:) Dr. Franz RUPP

5. The things stated above are known to me through my work with I.G. Farben. I worked in the Economics Department, Office Nr 7, from 1 May 1937 to 31 January 1943.

I have carefully read and signed each of the 3 pages of this affidavit; I have made and initialled the necessary corrections in my own hand and state hereby under oath that in this affidavit I have stated nothing but the truth according to my best knowledge and belief.

(Signature:) Dr. Franz RUPP
Dr. Franz RUPP

Sworn to and signed before me this 18th day of March 1947 at OGCWC, Berlin, Dahlem, Kronprinzess Alice 138, by Dr. Franz RUPP, Berlin-Zehlendorf, Zehlendorfer Damm 69, known to me to be the person making the above affidavit.

(Signature:) Norbert HEILPERN
Norbert HEILPERN
U.S. Civilian, AGO X 046 543
Office of Chief of Counsel
for War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

12 June 1947

I, MARSHALL WALLACH, No. 20101, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-6652.

MARSHALL WALLACH
No. 20101

To General Gautier
Office of Military Economy
Vienna
Barkgasse 3

Dr Reithinger/Pg./376 20 February 1939

Our conference in Vienna.

Dear General Gautier,

With reference to our conference with Dr. Gattineau in Vienna,
may I send you some data which may be of interest to you:

1. Economic statistics for South East Europe.
2. Supply of iron-ore and metals for Germany.
3. Foreign debt in the Balkan area.
4. The economic significance of the reincorporation of
Upper Hungary into Hungary.
5. The economic structure of the new Yugoslavia.

If you have any questions or particular requests in connection
with the memoranda transmitted, Mr. Felix De. Artouche, and
from the beginning of March Dr. Orsini of our branch office
in Vienna will be glad to help you.

Yours faithfully
signed Reithinger

Enclosures

CERTIFICATE OF TRANSLATION

5 September 1947

I, FRANKLIN WATSON, ETO No. 20139, hereby certify that I am a duly
appointed translator for the German and Spanish languages and
that this copy is a true and correct translation of the document
No. RI-7737.

FRANKLIN WATSON, ETO No. 20139.

TRANSLATION OF DOCUMENT No. HI-7786
OFFICE OF CHIEF OF COUNSEL FOR AMERICANS

I.G. Farbenindustrie Aktiengesellschaft
Economics Department
Branch Office Vienna
Dr. Gr./Hr.

Vienna I, 25 April 1939
Kantgasse I

General G a u t i e r

Military Economic Inspectorate (Wehrwirtschafts-Inspektion) XVII

Vienna III

Pottenkofengasse 1

Dear General Gautier,

In accordance with your request I take the liberty of sending you as a
supplement to the

"Economic Bulletin" No. 12 and 13 and the
(3701) "Economic Figures on the Orient",

which you were given today, a survey of

"Economic Structure and Economic Development
(1842) in Russia",

dated 1936, and the

(1221) "Economic Figures on East Europe"

as well as our

"Handbook of World Economy.

I hope to be able to obtain for you the documents on Soviet Russia, the
Ukraine and Poland which you requested, from Berlin by the beginning
of next week.

Yours very sincerely

Adolf Hitler

stamp: Signed Gross.

3 Enclosures

(page 2 of original)

I.G. Farbenindustrie Aktiengesellschaft
Economic Department
Branch Office Vienna

Vienna I, 26 April 1939
Kantgasse 1

Dr. Gr./Hr.

General G a u t i e r
Military Economic Inspectorate XVII

Vienna III

Pottenkofengasse 1

Dear General Gautier,

With reference to the documents sent to you on 25 April herewith
in addition the following material:

- "The Economic Fields of the Protectorate Bohemia, Moravia, and
Slovakia",
- "Character and Developmental Tendencies of the Soviet Economy",
- "Speeding-up Soviet Farming",
- "Russia's War Potential",
- "Economic Report on Poland."

With the exception of the resumed "Economic Structure and Economic
Development in Russia", for the return of which I should be very
grateful, the remaining material can be retained by the Military
Economic Inspectorate.

I shall be glad to submit a provisional resumed on the Ukraine, after this
has been received from Berlin.

Yours very sincerely

Heil Hitler

Stamp: signed Grosse.

Enclosures

(page 3 of original)

I.G. Farbenindustrie Aktiengesellschaft
Economics Department
Branch Office Vienna

Vienna I, 13 May 1939
Kantgasse 1

Dr. Gr./Hr.

General G a u t i e r

Military Economic Inspectorate XVII

V i e n n a III

Pattenkofengasse 1

Dear General Gautier,

With reference to my letters dated 25 and 28 April I take the liberty,
after having returned from my journey, of sending you

an article on the Economic Structure of the Marshal Territory

(Economic Bulletin 1939 No. 11)

a report on the Power and Raw Material Resources of the Soviet
Ukraine

and a report by the Russia Committee of the German Economy on
the Raw Material Situation in the USSR (with special reference
to war essential raw materials),

with the request that the photostatic report by the Russia Committee,
be returned to me at your convenience.

Heil Hitler

sincerely

Stamp: signed Gross

3 Enclosures

(page 4 of original)

MILITARY ECONOMY INSPECTORATE XVII

The Inspector

Vienna III, 16 May 1939
Pettankofengasse 1 - Telephone :
U 10 0 38
U 10 0 41

To

I.G. Farbenindustrie
Economics Department
for the attention of Dr. Gross

Branch Office Vienna I
Kantgasse 1

Dear Doctor Gross,

I herewith confirm with thanks receipt of the enclosures which you sent me together with your kind letter dated 13 May 1939, concerning the Economic Structure of the Naval territory, a report on the power and raw material resources of the Soviet Ukraine, and a report by the Russian Committee of the German Economy on the raw material situation in the USSR.

With renewed thanks and Heil Hitler

Yours very sincerely

signature Gantler

Brigadier General

in pencil:
initials.

(page 5 of original)

MILITARY ECONOMY - INSPECTORATE XVII

The Inspector

Vienna III, 17 May 1939
Pettenkofengasse 1
Telephone: U 10 0 38
U 10 0 41

Dr. habil. Hermann G r o s s

I.G. Farbenindustrie Aktiengesellschaft

Economics Department

Vienna I.
Kantgasse 1

Dear Doctor Gross,

Thank you very much for the report "Britain's Oil Potential" which
you kindly sent me.

The Report will be studied by me and the gentlemen of my staff with
great interest.

(in pencil
initials)

Heil Hitler

signature Gautier

Brigadier General

(page 6 of original)

How: U 13 585

Brigadier General G a u t i e r

Military Economy Inspectorate XVII

V i e n n a III

Petterhofengasse 1

at present: I, Kantgasse 1

Dr. Gr./Hr.

26 June 1939

As supplement to the resume

No. 3430 The Economic Structure of Slovakia

3445 Diagrams on the development of Trade in Germany and
her most important Competitors in Central and South
East Europe since the end of the World War

3455 Cyprus

3461 The Countries of Origin and Destination of Roumania's
Import and Export Trade in 1937

3460 Economic Bulletin 1939 No.19/20: The Free State
Danzig

3466 Economic Bulletin 1939 No.21: Fluctuations in
Germany's Foreign Trade

3463 The Economic Situation in Germany and in the World
Diagrammatic representation of the Economic Situation
in 1939

Albania and its significance in the Italian Empire

which were personally handed over to you, today, I submit to you the

Economic Reports on

Hungary
Rumania
Yugoslavia

as well as a survey on

"The Countries of Origin and Destination of
Rumania's Import and Export Trade in 1937.

Sincerely

Heil Hitler

Yours faithfully

45

(page 7 of original) How: U 13 585-

General G a u t i e r

Military Economy Inspectorate XVII

V i e n n a III

Fottenhofengasse 1

at present: Vienna 1, Kantgasse 1

Dr.Gr./Hr.

23 August 1939

Dear General Gentler,

Thank you very much for your kind letter dated 10 August which I received upon my return from a journey to Jugoslavia.

Please find enclosed an essay, recently finished, on

"The New Material Resources of the Soviet Union"

which might be of interest to you in connection with the latest political development.

I am enclosing our Economic Bulletin No. 30

"Chemistry within the Polish Economy."

Sincerely

Heil Hitler

Yours faithfully

Stamp: signed Gross

2 Enclosures

(page 8 of original)

MILITARY ECONOMY INSPECTORATE XVII

The Inspector
Brigadier General G a u t t i e r

Vienna III, 29 September 1939
Fettenkofengasse 1
Telephone: U 18 483
U 17 273

To the

I.G. Farben Aktiengesellschaft
for the attention of Director Dr. G r o s s

V i e n n a I

Kantgasse 1

Dear Dr. Gross,

Thank you very much for the resume

"The Phosphates in the Soviet Union and Products Derived from them."

which you have sent me, as well as the first number of the

"Economic Reports from the Soviet Union (USSR)"

published by your central office in Berlin.

Both articles were of great interest to me and the gentlemen of my staff.

Thank you very much for your kind offer to let my office have these I.G. resume regularly, which I gladly accept.

With best regards

Heil Hitler

Yours

(signature) Guttier

(page 9 of original)

Now: U 13 585

General G a u t i e r

Military Economy Inspectorate XVII

V i e n n a III

Pattenkofengasse 1

Dr.Gr./Br

At present: I, Kantgasse 1
3 November 1939

Dear General Gautier,

Please find enclosed a memorandum for the files on the visit of
Capt. Bohm and Dipl. Ing. Markt, Fressburg, whom you kindly referred
to me.

At the same time I take the liberty of sending you the following
resumes by the Economics Department:

"News from Foreign Countries , No. 3701 and No. 3706"

"Economic Reports from the Soviet Union, No. 3649

and No. 3714"

Sincerely

Heil Hitler

Yours faithfully,

Stamp: signed Gross

3 Enclosures

(page 10 of original)

Memorandum for the Files

on the visit of Capt. Behn and Dipl. Ingenieur Markt, Pressburg.

(Franz Erkerzasse 5.)

At the instigation of General Gantier, Capt. Behn and Dipl. Ing. Markt, who originally belonged to the Military Delegation in Slovakia but are now subordinate to the High Command of the Wehrmacht and roughly fulfil the functions of a Military Economic Inspectorate, visited me on 31 October 1939.

The gentlemen desired to know details of the plans of the I.G. in Slovakia and at the time offered their support with the authorities of other offices. I informed the gentlemen that they would have to contact Director Dr. Gattineau on all questions of interest to the I.G. in Pressburg and Slovakia, and that I was not in a position to give them any detailed information. The gentlemen would be grateful if they could visit Dr. Gattineau when he is next in Pressburg and would be glad if they could be informed accordingly.

The difficulties of obtaining authoritative documents concerning the economy in Slovakia were discussed in detail, and the gentlemen complained that they had no comprehensive work on the economy in Slovakia. At the same time they inquired whether we could provide appropriate resumes. Thereupon I handed the gentlemen a copy of our article No 3420 by the Economics Department on "The Economic Structure of Slovakia". At present the gentlemen are endeavoring to find out about the production possibilities and the situation in regard to requirements in the various fields of particular interest to them by making individual inquiries at the various enterprises. They are also in contact with the Association of Industrialists and the Chamber of Commerce in Pressburg, but were sorry to find that their publications were only made in Slovak.

Stamp: signed Gross

Vienne, 2 November 1939
Dr. Gr./Er.

TRANSLATION OF DOCUMENT No. MI-7786
CONTINUED

1. Document 7786

CERTIFICATE OF TRANSLATION

9 September 1947

I, BRIGITTE TURK, ETC No. 35130, hereby certify that I am
a duly appointed translator for both English and German languages
and that the above is a true and correct translation of the
document No. MI-7786.

BRIGITTE TURK,
ETC No. 35130

TRANSLATION OF EXCERPTS FROM DOCUMENT No. 7493
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Reich War Ministry

WC/274

HD

Weekly Report

III

1 March 1939 - 16 September 1939

Berlin

TRANSLATION OF EXCERPTS FROM DOCUMENT No. MI-7493
CONTINUED

(page 3 of original)

TOP SECRET

Berlin, 15 September 1939

Subject: Weekly report 9-15 September 1939

13 September 1939. Discussion at Captain Dose's office with Herr Fritze, brought from the I.G. Farbenindustrie A.G. by Dr. Krueger, on the political situation and general atmosphere in Holland. (IV b)

Deputy

2 Copies
1st Copy

(page 4 of original)

TOP SECRET

(Handwriting) Fraulein Koehnig

28 August 1939

2 Copies
1st Copy

Weekly Report

for the period from 14 - 20 August 1939

(page 5 of original)

25 August: Discussion with Abwehr I Economic Dept., Major Bloch. Reference to small number of reports on import of war equipment to Poland. Request for more information repeated.

Visit to the Department for Wehrmacht Propaganda by Lieut.-Colonel Blau, Reg.Rat Stupperich. The task of the Department for Wehrmacht Propaganda is to raise the prestige of our own military might and disparage that of the enemy. Suggestions are requested in the sphere of military economics. Lieut.-Colonel Blau states that Abwehr I (Colonel Pichenbrock) has promised the Department for Wehrmacht Propaganda to send all economic information which is of interest directly to this office.

TRANSLATION OF EXCERPTS FROM DOCUMENT No. HI-7493
CONTINUED

(page 5 of original, cont'd)

Discussion at the Office of Military Economy, Group VIII, Captain Dose, Dr. Polshauer, with Dr. Reithinger, Dr. John. Dr. Fernau's suggestion of using the Economics Department, together with archives, of the I.G. Farbenindustrie for the Stb's purposes was accepted by Captain Dose. Request for brief description of Poland's situation with regard to raw material stocks and a description of the Reich's increased security against blockade through the Berlin-Moscow non-aggression pact. (Descriptions are promised).

- 26 August : Lecture at Office of Chief of Military Economy Office on visit to Department for Wehrmacht Propaganda. Chief of Military Economy Office decided that Group VIII must handle the supply of data for the Department for Wehrmacht Propaganda.
- 26 August : Arrival of Prince Reuss for reinforcement of mobilization, and for a six-week military exercise. Mission: Revision of the military economic situation in China.

(signature) Dietrich

(page 6 of original)

TOP SECRET

Office of Military Economy VI

13 September 1939

2 Copies
1st Copy

Weekly report

for the period from 2 - 7 September 1939

.....

- 3 September: Recasting of pamphlet Military Economy Poland No. 4. Allocation by Dr. Jordan of task of keeping a record of events in Poland.

ascertainment for Stb Ia of those banks in Poland which have German capital.

Visit from Institute for World Economy Kiel, Dr. Casper and Dr. Hoffmann, commissioning of Institute with the compilation of a report on the possibilities of obtaining raw materials from the USSR, including the transportation problem, furthermore a statement of events connected with the economic struggle which is beginning.

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7493
CONTINUED

(page 6 of original, cont'd)

Discussion with I.G. Farbenindustrie, Dr. Fernau, the report on the possibilities of obtaining raw materials from the USSR will be transmitted in the next few days.

.....

(page 7 of original)

TOP SECRET

22 September 1939

Office of Military Economy VI

2 Copies
1st Copy

W e e k l y R e p o r t

for the period from 9 - 16 September 1939

.....

12 September : Discussion with Dr. Fernau (I.G. Farben) on military economic situation in Turkey and Iraq. Significance of breaking off relations between Iraq and Germany in view of the situation of war economy in Germany.

Discussion with Dr. Wegmann (I.G. Farben) on the situation of war economy in Japan and China. Dr. Wegmann out of the disposal of Sections VI c and VI the following essays composed by the Economic Department of I.G. Farben:

1. Economic statistics for East Asia
2. " " " the Orient
3. Economic report: Siam
4. " " : The Mineral Oil of the Orient

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(page 8 of original)

.....

(signature) Dietrich

(page 9 of original)

SECRET

Office of Military Economy Group VIII

Berlin, 28 August 1939

W e e k l y r e p o r t

21 - 26 August 1939

.....

23 August: Telephone discussions with the Institute of Shipping and World Economy, Kiel and the World Economy Institute, Hamburg, on further cooperation in case of mobilization.

24 August:

Discussion with Dr. Fernau of the I.G. Farbenindustrie Aktiengesellschaft, Berlin, on extension of cooperation with the Economics Department of the I.G. Farbenindustrie Aktiengesellschaft.

.....

(page 10 of original)

Discussion with the Leader of the Economics Department of the I.G. Farbenindustrie Aktiengesellschaft, Doctor Reithinger, as well as Doctors John and Fernau of the I.G., on the closer cooperation envisaged.

The I.G. made all their archives and printed material available for exploitation and furthermore declared themselves prepared to answer questions put to them, which must be kept as brief and concise as possible. Written questions* / Group VIII to the office controlling the scope of the I.G.'s activities.

*/ are to be sent through the Office of Military Economy

Doctor Fernau is to be considered liaison man to the NSB and is to be reached at any time by calling No. 12 0021 Extension 722.

26 August: Discussion with Dr. Windschuh, at the office of the Chief of the Office of Military Economy, on his activities in the reinforcement of mobilization. Dr. Windschuh will take up his duties with the Office of Military Economy, Group VIII, as soon as he is summoned.

Discussion with Dr. von der Heyde, Commissioner for Abwehr of the I.G. Farbenindustrie Aktiengesellschaft, Berlin, on the sphere of activities of Dr. Krueger, Betriebsfuhrer of the I.G. Farbenindustrie Aktiengesellschaft Berlin, who came to the NSB for the reinforcement of mobilization

.....

(signature) : Dose

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7493
CONTINUED

(page 11 of original)

SECRET

Office of Military Economy Group VIII

Berlin, 2 September 1939

W e e k l y r e p o r t

from 28 August - 2 September 1939

28 August : The Betriebsfuehrer of the I.G. Farbenindustrie Aktiengesellschaft, Berlin, envisaged for the reinforcement of mobilisation, came to the discussion on the information service to be provided by the I.G. Farbenindustrie Aktiengesellschaft.

Discussion with the Berlin leader of the World Economy Institute on the release of personnel.

.....

(page 12 of original)

At the request of the I Stb, the I.G. Farbenindustrie Aktiengesellschaft will submit to the IV Stb twice weekly a report on the records, and free use of the same.

2 September: Discussion with Dr. Reuter on the intensification of propaganda work.

Discussion with Dr. Krueger of the I.G. Farbenindustrie Aktiengesellschaft on new methods of supplying information, if the old methods fail.

(signature) Dose

.....

(page 18 of original)

Chief of Office of Military Economy

Berlin, 21 August 1939

(Handwriting)

1) Circulation	Initialed 12 September
I-III-IV-V-VI-VII-VIII	9 September
Initialed 29 August	2 September
2) Chief of Office of Military Economy	Initialed 18 September
	Initialed 19 September
1st Copy...Chief of IV Stb	" 21 "
2nd " . . .Armaments Dept.	" 26 "
3rd " Raw Materials Dept.	TOF SECRET
4th " . . .Light Metals Dept.	
5th " . . .Circulation Office of Military Economy	

W e e k l y r e p o r t

.....

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7493
CONTINUED

(page 22 of original)

17 August: Discussions with Dr. Fernau of I.G. Farben on a further improvement of relations with I.G. Farben as regards the transmission of information. Immediate contact between the Chief of the Office of Military Economy and Dr. Reithinger of I.G. Farben was recommended, since the latter is going to London in the coming week and then to Southern Europe.

(signature) Dose

(page 62 of original)

Chief of Office of Military Economy

Berlin, 5 July 1939

Subject: Weekly report.

1st Copy Chief of W Stb
2nd Copy " " Armaments Dept.
3rd Copy " " Raw Materials Dept.
4th Copy " " Light metals Dept.
5th Copy for circulation in
Office of Military Economy

TOP SECRET
(Handwriting)
Circulation 16 July
Office of Military Economy
Groups I-III-IV (also for V and VI)
Initialed 16 July
VII-VIII Initialed 17 July
Initialed 17 July
Chief of Office of Military Economy

Weekly report

for the period from 26 June - 1 July 1939

Office of Military Economy Group III

(page 65 of original)

IV_d

24-30 June: Utilization of the statements of I.G. Farben as well as of the Reich Office of Statistics for " Brief Survey of the Military Economic Situation in the United States".

(page 66 of original)

26 June : Discussion at the I.G. Farben Offices on the USA -
chemical and mineral oil industry as well as electrical
industry. The agreement between the United States and
England for the exchange of raw materials has been
signed. (of. England).

(page 68 of original)

26 June : Discussion with Dr. Fernau of I.G. Farben and lecture
by him on the establishment of the records and library
in I.G. Farben.

(page 69 of original)

(signature) illegible

(page 70 of original)

Chief of Office of Military Economy

Berlin, 26 June 1939

(Handwriting)	1st Copy Chief of W Stb
Circulation Initialled 1 July	2nd Copy " " Armaments Dept.
Office of Military Economy	3rd Copy " " raw materials
Groups III-V	Dept.
(also IV and VI) - VII-VIII	4th Copy " " light metals
Initialled 16 July	Dept.
For the files Chief of Office of	5th Copy for circulation in
Military Economy	Office of Military Economy
Initialled: 14 July, 22 July, 18 July	

TOP SECRET

Weekly report

for the period from 12-17 June 1939

Office of Military Economy Group IV

(page 73 of original)

14 June: Discussion with Dr. Fernau of I.G. Farben. Submission
of the report on Cyprus and discussion on the utilization
and exploitation of I.G. Farben's records and library.
The records and library are, according to Fernau's statement
at the disposal of the W Stb at any time.

 TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7493
 CONTINUED

(page 74 of original)

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(page 75 of original)

Chief of Office of Military Economy

Berlin, 30 June 1939

TOP SECRET
 (Handwriting) :

1st Copy Chief of W Stb

2nd Copy " " Armaments
 Dept.

Circulation:

3rd Copy " " raw materials
 Dept.

Office of Military Economy

4th Copy " " light metals
 Dept.

Groups III-IV-VII-VIII

Initialed Initialed

4 July 7 July

5th Copy for circulation in
 Office of Military Economy

Initialed 8 July

For the files 5 July

Chief of Office of Military Economy

Weekly report.

for the period from 19-24 June

.....

(page 78 of original)

.....

22 June : Discussion with Dr. Fernau of I.G. Farben on the envisaged extension of the record-keeping library of the above-named firm. In accordance with Dr. Fernau's information, the record-keeping library of I.G. Farben were made use of to the fullest extent by the Reich authorities. Thus Reich Minister of Economics Funk has had a study of the situation in Holland drawn up for him by the I.G. Farben for his projected journey to Holland.

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(page 80 of original)

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By Order

(signature) : Dose

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7493
CONTINUED

(page 122 of original)

Chief of Office of Military Economy

Berlin, 18 April 1939

(Handwriting)

Circulation:

Office of Military Economy

Group II b and Office of

Military Economy VI

Group I d Initialled 25 April

III 25 April Initialled

II Initialled 27 April

V Initialled 29 April

IV Initialled 19 May

VI Initialled 19 May For the files Chief
of Military Economy Initialled

1st Copy Chief of / Stb

2nd Copy " " Armaments

Dept.

3rd Copy " " raw material

Dept.

4th Copy " " light metals

Dept.

5th Copy for circulation in
Office of Military Economy

TOP SECRET

(page 126 of original)

14 April: Discussion with Dr. Koch on the work planned by him on
"Economic Warfare" and "War and Traffic Communications".
Dr. Koch will submit a plan before the beginning of this
work and request a decision with regard to publication.

Inception of I.G. Farben study "Rumanian Mineral Oil"
and "Greater Germany and the Economic Spheres of the
Bohemia-Moravia protectorate and of Czechoslovakia".

3 - 15 April: Revision of draft "The Economic Situation".

By order

(signature) illegible

(page 133 of original)

Chief of the Office of Military Economy

TOP SECRET

(Handwriting) Circulation:

Office of Military Economy

Groups I Initialled 1 April 3 April

III Initialled 3 April Initialled

II Initialled

V Initialled 11 April

IV Initialled

VI Initialled 22 April Initialled

24

Initialled 25 April

for the files Chief of Office of Military Economy

Weekly report

for the period from 20 - 25 April 1939

Berlin 30 March 1939

1st Copy Chief of / Stb

2nd Copy " " Armaments

Dept.

3rd Copy " " Raw materials

Dept.

4th Copy " " Light metals

Dept.

5th Copy " " Office of

Military Economy

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7493
CONTINUED

(page 139 of original)

23 March

Discussion with Dr. Fernau on the British Empire's oil supply. Dr. Fernau will place several copies of his lecture at the disposal of the V Stb.

(page 146 of original)

TOP SECRET

Chief of Office of Military Economy

(Handwriting)

Circulation I b Initialled

II	"	18 March
III	"	16 March
IV	"	20 March
V	"	22 March
VI	"	23 March

Berlin, 14 March 1939

1st Copy Chief of V Stb

2nd Copy " " Armaments Dept.

3rd Copy " " raw materials Dept.

4th Copy " " light metals Dept.

5th Copy for circulation in Office of Military Economy

Weekly report.

(page 150 of original)

6 - 7 March : Discussion with Dr. Fernau on the English and French oil supplies.

8 March : Discussion with Dr. Kreitz on French industry. Dr. Kreitz submitted his essay " The Importance of the French Nitrogen Industry for Explosive Production in case of War". Copies of this essay will be transmitted to the Office of Military Economy Group IV and the Raw Materials Dept.

(page 151 of original)

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TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7493
CONTINUED

(page 210 of original)

TOP SECRET

3 June 1939

2 Copies
1st Copy

To

the Chief of the Office of Military Economy

Weekly report

for the period from 29 May - 3 June 1939

30 May : Discussion with Dr. Fernau of I.G. Farben on Germany's oil supplies from Rumania, and submission of the study " Diagrams showing Germany's commercial development and its most important European competitors in Central and South-east Europe since the end of the World War".

(signature) Done

(page 231 of original)

TOP SECRET

17 June 1939

To

Chief of Office of Military Economy

2 Copies
1st Copy

Weekly report

for the period from 12 - 17 June 1939

14 June : Discussion with Dr. Fernau of I.G. Farben. Submission of the essay on Cyprus and discussion on the utilization and exploitation of the I.G. Farben records and library. In accordance with Fernau's statement, the records and library are at the disposal of the W3tb at any time.

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7493
CONTINUED

(page 231 of original, cont'd)

15 June :

Discussion with Dr. Fernau of I.G. Farben, who as
deputy for Lieut. Colonel Hesse took part in the Military
Economic Institute's meeting, called by Professor Dr.
von Arnim. Fernau described the course of the first day
as

(page 232 of original)

interesting and to the point, as for the first time
he had given those at the meeting an insight into the
inner connection between military economic events.

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(signature) : Doss

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(page 317 of original)

TOP SECRET

Office of Military Economy Group VI

25 March 1939

To

Chief of Office of Military Economy

2 pages
let. 1/2

W a k k l y - r e p o r t

for the period from 20 - 25 March 1939

.
23 March: Discussion with Dr. Fernau on the British Empire's oil
supply. Dr. Fernau will place several copies of his
speech on this subject at the disposal of the " 3tb.

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(page 318 of original)

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(signature) : Doss

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7493

CONTINUED

CERTIFICATE OF TRANSLATION

18 September 1947

I, Patricia WOOD, ETO 20139, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of excerpts from document No. NI-7493.

Patricia WOOD
ETO 20139

Economics Group VIII of the Wehrmacht

Berlin, 31 August 1939

To: Economics Group I a H of the Wehrmacht						(WTH I a H)
"	"	I a L	"	"	"	(WTH I a L)
"	"	I a M	"	"	"	(WTH I a M)
"	"	II	"	"	"	(WTH II) Ms. fr. 2/9
"	"	III	"	"	"	(WTH III) 151-2-3-4-5
"	"	IV	"	"	"	(WTH IV) 5.9.9
"	"	V	"	"	"	(WTH V)
"	"	VI	"	"	"	(WTH VI)
"	"	VII	"	"	"	(WTH VII)
"	"	VIII a 1	"	"	"	(WTH VIII a 1)
"	"	VIII a 2	"	"	"	(WTH VIII a 2)
"	"	VIII b	"	"	"	(WTH VIII b)
"	"	VIII c	"	"	"	(WTH VIII c)
"	"	Fst	"	"	"	(Fst)

Subject: I.G. Farbenindustrie Aktiengesellschaft, Berlin

An agreement has been reached with the Economics Department of I.G. Farbenindustrie Aktiengesellschaft, Berlin, to the effect that the above-named department is to make available all its records for the use of the Military Economic Staff.

In addition, the Economics Department has stated that it is prepared to furnish full information as quickly as possible in reply to brief and clearly-stated inquiries.

Verbal inquiries should be addressed to Mr. FESCHU, Telephone No. 12 0021, extension 722.

Written inquiries should be forwarded to Group VIII for dispatch.

Signature: illegible

Ms. /... Group II

CERTIFICATE OF TRANSLATION

27 August 1947

I, BERYL C. HESSECK, O 427459, herewith certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of document NI-8649.

BERYL C. HESSECK, O 427459

TRANSMISSION OF DOCUMENT NO. MI-7791
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Military Economic Inspectorate VII
Chief of the Inspectorate

Stamp:
Military Economic Department
In: 18 September 1939
Vienna III

Initial: 9 18 September 1939

16 September 1939
Pettenhofengasse 1 - Telephone: U 10-038,
U 10-0-41

To:
I.G. Farbenindustrie Aktiengesellschaft
for the attention of Director Dr. GROSS

V i e n n a I

Kontogasse 1

Dear Dr. GROSS,

May I, on my own behalf and that of my staff, express to you my sincere gratitude for the great promptitude with which you supplied the work,

"The most Important Chemical Firms in Poland".

May I thank you, too, for the first number of the war-time edition of your Industrial News Bulletin which you sent, and which are of great interest to myself and my staff.

Yours sincerely,

Heil Hitler!

Yours,

Signature: GUTIER

Major General and Chief of the Inspectorate

TRANSLATION OF DOCUMENT No. NI-7791

CONTINUED

(page 2 of original)

Major General GAUTIER

Vienna, 30 August 1939
Private Address: 89 Mothartgasse 6
Telephone : A 57-3-96
Official Address: 40, Pettenkofengasse 1
Telephone : U 13-4-63, U 13-3-36

To:
I.G. Farbenindustrie Aktiengesellschaft
for the attention of Director Dr. GROSS

V i e n n a I

Kontgasse 1

Dear Dr. GROSS,

I acknowledge herewith the receipt of the interesting work "The most Important Chemical Firms in Poland", for which I thank you very much. It will be read by the members of my staff, and full use will be made of it.

Yours very sincerely,

Heil Hitler !

Signature : GAUTIER

CERTIFICATE OF TRANSLATION

4 September 1947

I, Beryl G. BUSTICK, 'GO-No. D-427 459, hereby certify that I am a duly appointed translator for the English and German languages and that the above is a true and correct translation of the document No. NI-7791.

.....
Beryl G. BUSTICK
'GO- No. D-427 459

TRANSLATION OF DOCUMENT W.NI-7790
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Confidential

Major General Gantier

Vienna 21 December 1939
Privater: 15 Mothartgasse 3
Tel. 2 37-0-95
Officer: 46 Pottenhofengasse 1
U 15-413, U 16-0-35

Register.

To
Director Dr. Gross
Vienna I
Mothartgasse 1

Dear Dr. Gross,

I return to you enclosed, with my thanks, the strictly confidential report, which you were kind enough to send me, on the impressions of the journey across Soviet Russia, which interested me extremely.

I take the opportunity to send you my best wishes for the coming holidays and the turn of the Year.

Best wishes - and

Kind Regards

Yours
Signature: Gantier

1 Enclosure

CERTIFICATE OF TRANSLATION

5 September 1947

I, PATRICK WOOD, ETC No. 20139, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-7790.

PATRICK WOOD, ETC No. 20139.

I.G. FARBEN-INDUSTRIE AG. KATOWICE
ECONOMICS DEPARTMENT

Confidential

EC/198

The production of various chemicals in the countries USA, Japan,
France, Great Britain and Italy

Quantities given in thousand tons

1929 1932 1933 1934 1935 1936 1937 1938

.....

CERTIFICATE OF TRANSLATION

16 September 1947

I, Patricia WOOD, ETO 20139, hereby certify that I am a duly
appointed translator for the German and English languages and
that the above is a true and correct translation of excerpts from
document No. NI-7797.

Patricia WOOD
ETO 20139

TRANSLATION OF DOCUMENT No. NI-7981
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I. G. BERLIN NW 7
Unter den Linden 32

No. 2253

Rubber Stamp:
National Economic Dept.
25 December
R. 5.2.4. MS: Illegible

To:
Dr. Hermann GROSS
National Economic Department,
Vienna I
Kantgasse 1

Our reference:
National Economic Dept.,
Dr. H/Gt. 21 December 39

Dear Mr. Gross,

It is our intention to investigate the traffic and transport conditions in south-eastern European countries separately and south-eastern Europe in general. We should be obliged to you if you could let us have a list of the basic works, particularly English literature, dealing with this group of countries. In particular, works and possibly also articles concerning the geographical conditions of the individual countries would be of interest. We should also be grateful for any further indications you may be able to give us.

With best wishes and greetings for Christmas and the New Year,

NATIONAL ECONOMIC DEPARTMENT
(VOLKSWIRTSCHAFTLICHE ABTEILUNG)
Signature:
(Lsg. - by order) EDLHOF

CERTIFICATE OF TRANSLATION

28 August 1947

I, ANNE MARTIN, STA No. 20144, herewith certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the document no. NI-7981.

ANNE MARTIN, STA No. 20144

TRANSLATION OF EXCERPT FROM DOCUMENT No. NI-5163
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 1 of original)

Report
on the 37th meeting of the Commercial Committee on Tuesday
12 November 1940, 2.30 a.m., in Frankfurt/Main.

Present:

Geheimrat SCHMITZ

von SCHMITZER

chairman

BORGWARDT

BUHL

DENCKER

ROBERT

FRANK-FAHLE

HAUPLIGER

HANSEN

von HEIDER

v.d. HEYDE

at times

HORSTMANN

ILGEN

KUHN

KUEPPER

von KNIEREM

KRUGER

KUGLER

LEITE

MANN

von MEER

MUELLER

OSTER

OTTO

TERHAAR

WESSE-ANDREAS

WEISS

1.) Situation as regards economic policy.

Dr. TERHAAR reports.

2.) England.

Dr. von SCHMITZER reports on the wish expressed by Ministerial-
dirigent Dr. MUELLER to learn as soon as possible our attitude
toward the English problems in particular all matters
concerning ICI. The subsequent discussion revealed that the
situation with respect to England, especially in connection
with the British Empire and the USA situation is still so
unclear that our opinion cannot yet be stated.

(page 2 of original)

However, there is general agreement that the various sales combines and other offices concerned should work out the matter sufficiently in advance so that IG can express a comprehensive attitude as quickly as possible at the proper time.

The lists of the chemical industries of Great Britain now being prepared in the National Economics Department should be given to Dr. ter MEER and Dr. v. SCHNITZLER for their opinion before being passed on.

In this connection Dr. v. SCHNITZLER read out a list of the work recently prepared by the National Economics Department for various government and military offices. During the discussion following this the Commercial Committee repeated its wish that the National Economics Department should prepare this work in close cooperation with the sales combines and other IG Offices concerned.

3.) France and Belgium.

Dr. v. SCHNITZLER reported on the progress of the negotiations in Wiesbaden and Paris and on the negotiations with the French group which are to take place directly.

Herr MANN informed us about the status of the negotiations with Rheno-Poulenc. The cooperation planned by him does not provide for our acquiring any interest in production, but only in sales. Dr. BUNL pointed out the stronger and more lasting connection that would be achieved by sharing in the capital investment in contrast to purely contractual ties. Dr. v. KNIRRIEM asked us to take into consideration the wishes for patent protection.

In accordance with the statements made by Dr. v. SCHNITZLER, Herr HORSTMEYER will see to it that the IG does not participate in SCHERING's negotiations with KUMMANN about camphor, in which connection he pointed out that France as the second largest producer (after the USA) has sufficient oil of turpentine available in her own country for raw material.

Geheimrat SCHWITZ and Herr MANN reported on their discussions with Baron JANSSEN, according to which the former idea of cooperation in the pharmaceutical field is presumably going to be developed.

(page 3 of original, cont'd)

4.) Russia.

Herr HAEELIGER reported on the negotiations on the magnesium question, on the nickel deposits in Finland and on the Kola peninsula, and on Dr. PERHMERER's trip to Russia.

(page 5 of original)

12.) IG's participation in fairs at home and abroad.

Dr. v. SCHNITZLER reported on IG's participation in foreign and domestic expositions and fairs and the evaluation and importance of these events. In this connection he drew attention to the need for cooperation here between the Propaganda and Publicity Committee and the WIPO.

(page 3 of original)

Frankfurt/Main, 16 November 1940

ST/A.

37/40

signed: FRANK-FAHLE signed: v. SCHNITZLER

CERTIFICATE OF TRANSLATION

17 June 1947

I, John B. ROBINSON, Civ. No. AGO X-045350, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt from document No. NI-5152.

John B. ROBINSON
Civ. No. AGO X-045350

Vord. G. 75

WD-1137

Secret

Heading
I.G. Berlin NW
Unter den Linden 82
25263

1. This is a secret matter within the meaning of article 88 of the Reich Penal Code.
2. To be transmitted only under cover; if sent by post, to be registered.
3. To be kept, at the responsibility of the addressee, under lock and key.

On the Technology of Explosives and Chemical Warfare Agents.

I. Explosives

To produce explosives the following are required:

- 1) Nitrating acid
- 2) Basic explosives materials.

With reference to 1): Nitrating acid - the proportions of its component parts depending on the explosive - is composed of highly concentrated nitric acid (so-called Hoko-acid), super concentrated sulphuric acid (Olum).

The purpose of the sulphuric acid is merely to absorb the water which is a product of the reaction of nitration.

With reference to 2): Basic explosives materials are:

- a) For powder
glycerin or glycol for nitroglycerin or nitroglycol or nitrodiglycol;
cellulose (cotton linters or highly bleached wood cellulose) for nitrocellulose;
- b) For high explosives
toluene for trinitrotoluene
phenol or benzene for picric acid
pentaerythrite (from formaldehyde and acetaldehyde, lastly, from acetal and calcium carbide or alcohol) for nitropenta (other names: Hyperit, pentrit or pentaerythritotranitrate);
hexamethylene tetramine (from ammonia and formaldehyde) for hexogen;
ammonia and dilute nitric acid for ammonium nitrate as diluent for the above explosives.

The following play a certain part as additional agents or diluents:
Naphthalene, used as such with ammonium nitrate in the so-called amexals (ammonium nitrate explosives) or as dinitro naphthalene for diluting picric acid or trinitrotoluene.

(page 2 of original)

Experience has shown that the requirements of a modern fighting force consist of:

- 1/3 powder
- 2/3 high explosives.

On the average powder consists of
about 40% nitro glycerine (or nitro glycol or nitro diglycol)
and about 60% nitrocellulose.

All armies prefer trinitrotoluene as high explosive because it has a high safety factor (no reaction to small-arms fire, little sensitivity to moisture, chemically neutral toward metals), combined with high explosive power. TNT can be diluted with up to 40% ammonium nitrate without impairing its explosive effect too much.

Picric acid surpasses TNT somewhat in explosive power but is very much more sensitive and therefore unsuitable for large caliber guns with their high pressure; it is not safe under small-arms fire, as an acid it attacks iron and forms highly explosive iron salts, so that the explosive cannot be poured directly into the shell. It is more difficult to process than TNT. It is not possible to dilute it because it is an acid (nitric acid would be liberated). Picric acid can only be diluted with other, nonacidic nitro compounds, such as dimethyl-naphtalene.

Since benzene is less scarce than toluene, the Western powers will make extensive use of picric acid in this war, in spite of the disadvantages mentioned.

Pentacerythritetranitrate is a special explosive for rapid-fire cannons, since even in small quantities it rapidly reaches full blast. High explosive power, not safe under small-arms fire, difficult to manufacture, consumes 2 1/2 times as much highly concentrated acid as TNT or picric acid which makes it unsuitable for countries with limited production facilities for highly concentrated acid.

Hexogen: Highest explosive effect, stable, chemically neutral, very difficult to manufacture (highly explosive by-products result during the reaction), it can be extensively diluted with ammonium nitrate.

(page 3 of original)

TNT, picric acid and nitro pent, as well as powder, are certainly being manufactured in America; hexogen is probably still in the experimental stage.

The production of toluene at full utilization of the coke works, which have plants for obtaining by-products, (depending on the iron production) amounts to about 115,000 tons per year.¹⁾

1) In order to obtain toluene, the whole of the crude benzene must be distilled. It is improbable that there are such installations in America with adequate productive facilities. Building time about 6 months.

(page 3 of original cont'd)

Civilian requirements of toluene for dyes, pharmaceuticals, saccharine, solvents and other products, amount to about 20 - 50,000 tons per year; furthermore, in normal times certain amounts of toluene are used in motor benzene in order to lower the freezing point.

Crude benzene output, at full utilization of coke works, amounts to about 875,000 tons per year.

Contents of pure benzene, which could be used as basic material for picric acid about 145,000 tons per year.

Consumption of benzene for chemical purposes in normal times (1937 about 150,000 tons per year) and as motor benzene (1937 - 315,000 tons).

Proportion of toluene to trinitrotoluene and benzene to picric acid is about 1 : 2.

II. Chemical Warfare Agents.

Should the eastern powers use chemical warfare agents, the following proportional quantities may be expected to be used:

Type of gas	part in 1000	Raw Material
Lect ²⁾ (mustard gas) (Dichlorodithylsulfide) Gelbkreuz (Yellow Cross)	50	Ethylene, chlorine, sulphur, hydrochloric acid
Adamsit (Dyphenylarsinchlorarsine) Blaukreuz (Blue cross)	15	Arsenic, hydrochloric acid, dyphenylamine
Phosgene or Perstoff (per chloro formic acid ester)	25	chlorine, carbon monoxide, chlorine, methanol
Chlorpicrin	8	Chlorine, picric acid
Chloracetophenon	2	Chlorine, aluminum chloride, acetyl chlo- ride, benzene, methanol.

²⁾ The Americans are now in the position to produce first-class Gelbkreuz (yellow cross) with the German col process.

(page 4 of original)

The raw materials question offers no difficulty in the production of 100,000 tons of chemical warfare agents. All raw materials or intermediates (such as diphenylamine) are plentiful in America or can be manufactured in adequate quantities; in particular, there are large facilities for the most important raw material, chlorine (top output of chlorine electrolysis in 1938 was 540,000 tons per year). Chlorine is needed for all chemical warfare agents except Blaukreuz (blue cross). For the above-mentioned ratio of the various types of chemical warfare agents one part of chemical warfare agents requires an equal part of chlorine.

The machinery for the production of large quantities of mustard gas can only partly be obtained from existing plants. The construction of mustard gas machinery should take a year, at least, unless America returns to the direct process used in the World War (manufacture of mustard gas from ethylene and sulphur chloride), which, however, produces an impure product. The plants required for this can probably be built in 6 - 9 months. The installations for Mustard, phosgene and chloro-phosgene can probably also be built in about 9 months. Any production plan for Forstoff instead of phosgene will meet great difficulties in the procurement of installations. Similar conditions exist for chloroacetophosgene. There, however, only small quantities can be considered.

2.3.1940
L.P./29.

CERTIFICATE OF TRANSLATION

25 August 1947

I, SAMUEL S. HERN, AGO 443 113, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. MI-7850.

SAMUEL S. HERN, AGO 443 113.

TRANSLATION OF DOCUMENT No. NI-9959
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. Farbenindustrie Aktiengesellschaft

High Command of the Wehrmacht
Military Economy and Armament Office
(Wirtschafts- und Rüstungsamt)
Berlin W 62
Kurfürstenstr.

Our reference (to be quoted in reply)
Economics Department
Do./Et. 3/1a

Berlin NW 7,
Unter den Linden 82
14 May 1940

Re: Construction of a Calcium Carbide Plant in Great Britain.

Referring to our previous discussions on the question of carbide supply for Great Britain, as well as on the establishment of a carbide industry of our own, we should like to inform you of the following article published in the Financial News of 16 April 1940.

"As a result of recent deliberations and in view of the loss of Norwegian calcium carbide supplies as received hitherto, the former plan for the construction of a calcium carbide plant is again to be taken into consideration. The costs of power supply would not amount to more than in Norway. Anthracite coal could be delivered from Wales and Scotland, while lime could be brought in from Wales and Ireland. Another plan provides for the construction of a calcium carbide plant in North Wales. The other plans, which provide for the construction of the plant in Lancashire or South-Wales, have little prospect of realization."

According to these statements, it appears that, contrary to previous reports, the construction of carbide plants in Great Britain has not yet been started.

Heil Hitler!
I.G. Farbenindustrie Aktiengesellschaft
Economics Department
Signature: Tennert

Enclosure:
I receipt
to be returned.

CERTIFICATE OF TRANSLATION 15 September 1947

I, JULIUS STUER, AGO No. 442654, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-9959.

JULIUS STUER, AGO No. 442654.

TRANSLATION OF DOCUMENT No. NI-7976
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Minutes of the meeting of the department heads on 25 January 1943

Present: Dr. Reithinger Dr. Richter
 Dr. Barnert Dr. Ziehnert
 Dr. Puerst Dr. Krause
 Lorenz

Start of the meeting: 10 o'clock

I. General

- 1) Allocation of Space
The changes made necessary through the departure of Dr. Rupp are being discussed.
- 2) Weekly Reports by the Press Department.

II. Department I/a

Effects on the German Economy through the occupation of North Africa

III. Department I/b

- 1) Present situation in regard to phosphoric acid.
- 2) Work done on tungst.
The studies of the production possibilities in regard to military-economic important chemical products in unoccupied territories in Russia will be completed in the course of the next few weeks. The High Command of the Armed Forces also requests study of the situation in regard to metal in unoccupied Russia, and a comment on the Russian food situation.
In consideration of our considerably decreased staff we could only undertake this work under the condition that we will be allowed to utilize the OKW documents available in this subject.

IV. Department IV

- 1) New share issues of joint-stock companies.
- 2) Stahlenshoff, Sofia
- 3) Deutsche Bank fuer Ostasien.

V. Items for the mail conference (on 26 January 1943, Unter den Linden, 11 o'clock, Dr. Frank-Fuhr)

- 1) Street collection by the officials on 6 February 1943
- 2) Effects of the occupation of North Africa
- 3) Italian budget
- 4) Stahlenshoff
- 5) Deutsche Bank fuer Ostasien
- 6) New share issues

End of the meeting: 11:30 o'clock

26 Januar 1943/Dr.Kr./b

stamp: signed Reithinger

CERTIFICATE OF TRANSLATION

9 September 1947

I, Brigitte TURK, ER No. 35130, hereby certify that I am a duly appointed translator for the English and German languages and that the above is a true and correct translation of the document no. NI-7976.

Brigitte TURK
ER No. 35130

TRANSMISSION OF DOCUMENT NO. I-7794
OFFICE OF CHIEF OF BUREAU OF AIR MAILS

I.G. Farbenindustrie Aktiengesellschaft
Telegraphic Address Telephone calls Banking Accounts
Telefonat Berlin Local calls 12 00 21 Reich Bank-current-account
Trunk calls 12 64 01 1201 Berlin
Postal cheque account
10456 Berlin

POSTAL ADDRESS OF SENDER: I.G. Farbenindustrie Aktiengesellschaft,
Berlin No. 7, Unter den Linden 75

Se. r. d. Command of the Wehrmacht
Feldintendant
for the attention of Major Dr. Seier
Frankfurt / Main
Ziethenstrasse

Your ref. Your letter of Our letter of Our ref. Gross-Bornitz
Dr. Jannert/12/ 5 September 1944
54/32

Signature: Subject:
Illegible

Further to our letter of 2. August 1944, we send you the
enclosed
(13) 5 Sep-
tember
2100 a and 5
Signature:
Heer

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT
BONNENSTRASSE 75
signature: Jannert

2799
IG Stamp. 05 1450 11 P. 456

(Page 2 of original)

I.G. Farbenindustrie Aktiengesellschaft
Telegraphic Address Telephone calls Banking Accounts
Telefonat Berlin Local calls 12 00 21 Reich Bank-current-account
Trunk calls 12 64 01 1201 Berlin
POSTAL ADDRESS OF SENDER: I.G. Farben-
industrie Aktiengesellschaft, Berlin No. 7,
Unter den Linden 75 Postal cheque account
10 456 Berlin

Signature: illegible
Se. r. d. Command of the Wehrmacht (13) 30 August
Feldintendant Dr. Signature: Heer
for the attention of Major/Seier Secret Archives
Frankfurt/Main
Ziethenstrasse

Your Ref. Your letter of Our letter of Our ref. Gross-Bornitz
Dr. Jannert/12/ 20 August 1944
53/3a

Subject:
(13) Enclosed in transit to you for copies of our report No. 5054
Secret Archives) The plants for synthetic rubber production in the
2100 a and 5) United States and Canada,
which for the first time gives a comprehensive survey of the

Location and capacity of those new war industries. A map of the location of individual works follows in detail.

I.C. PRIME - AGC ATTORNEYS
7000 1st HALLWAY
Si nature: support

(have 3 ex. rings)

ESSEL, ADDRESS OF SEWING: I.G. Farbenindustrie Aktiengesellschaft,
Berlin 7, Unter den Linden 76

SECRET

1. This is a secret letter within the meaning of Article 15 of the Dutch Penal Code.
2. It is transmitted only under a key; if sent by post, it is registered.
3. It is kept, at the responsibility of the addressee, under lock and key.

3. To be kept, at the responsibility of the addressee, under lock and key.

Dec. 1 }
Dec. 2 } sum (at)
20 day

Your ref. Your letter of Our letter of Our ref. Berlin 11/7
Dr. Krause/Zi/ 1. May 1944
52/1a

Subject: Integration of chemical surface events in low energy plasma

As we informed you in the occasion of our last visit, we were asked by the Reich Ministry for Armaments and War Production to furnish a report on the preparations of many years in the sphere of chemical warfare agents, to include a copy of our opinion for your information.

(U.S.) Secret Archives
17. 2/74

L. E. Farmanindustria, Aktiengesellschaft
 Technical Department
 In order
 Signature: Krause

Rec'd Initials 30 20

24 -NY Initial M(Cor)

4 Copies

TRANSMISSION OF DOCUMENT 3074-7794
 3074-7794

(Page 2 of original cont'd)
 Location and capacity of these new war industries. A map of the
 location of individual works follows in brief.

Hell 111111
 I.G. Farbenindustrie Aktiengesellschaft
 77, Unter den Linden
 Signature: Tennert

2 Enclosures

(Page 3 of original)

I.G. Farbenindustrie Aktiengesellschaft
 Telegraphic address: Telephon calls: 12 61 21
 Local calls: 12 61 01
 Trunk calls: 12 61 01
 C/193
 -dir.
 Cash/Accounts
 Reich Bank-current-account
 1000 Berlin
 Postal cheque account
 1000 Berlin

POSTAL ADDRESS OF SECTOR: I.G. Farbenindustrie Aktiengesellschaft,
 Berlin W 7, Unter den Linden 70

Subject:

1. This is a secret matter within the meaning of Article 30 of the Reich Penal Code.
2. To be transmitted only under cover; if sent by post, to be registered.
3. To be kept, at the responsibility of the addressee, under lock and key.

To the
 Supreme Officer of the
 Reich, Military Economic Staff
 For the attention of Major Dr. Meier
 Frankfurt/odder
 77, Unter den Linden
 (s.) Secret Archives
 (s.)
 Dept. 1)
 Dept. 2) soon (at)
 20 May

Your ref. Your letter of Our letter of Our ref. Berlin W 7
 Dr. Krause/21/ 15 May 1944
 52/13

Subject:
 Information of chemical warfare agents to the enemy powers.

As we informed you on the occasion of our last visit, we were asked by the Reich Ministry for Chemicals and in connection to furnish a report on the preparations of enemy powers in the sphere of chemical warfare agents. To include a copy of our opinion for your information.

(s.) Secret Archives
 No. 3074

I.G. Farbenindustrie Aktiengesellschaft
 Economics Department
 By order
 Signature: Krause

Initials 30 May

24 May Initial 11(ver)

4 Copies

TRANSMISSION OF DOCUMENT NO. 7794
CONTINUED

(page 4 of original)

C/103

I.G. Farbenindustrie Aktiengesellschaft
Telegraphic Address: Telephon calls: Berlin accounts
Postamt Berlin Local calls 12 00 21 Reich Bank-current-account
Trunk calls 12 04 1 3201 Berlin
Postal cheque account
10456 Berlin

POSTAL ADDRESS OF SENDER: I.G. Farbenindustrie Aktiengesellschaft,
Berlin N. 7, Unter den Linden 70

To the Supreme Command of the Wehrmacht
Military Economic Staff
for the attention of Major Dr. Reier
Frankfurt/Oder
Ziethenstrasse

Initialed: 2 June

Your ref. Your letter Our letter of Our ref. Berlin N. 7
Economic Department Unter den Linden
sent/Dr. Reier/51/ 70
51/50 2 June 1944

Subject: Pylling

Secret on the basis of information received previously, we have made some
Archives alterations in the report on "Economic and Pylling area", which we
2076 a-c sent you a few days ago. We enclose the new draft and request you to
destroy the old copy.

RECEIVED
I.G. Farbenindustrie Aktiengesellschaft
Economic Department
By order
31 member: Reier

(page 5 of original)

C/193

I.G. Farbenindustrie Aktiengesellschaft
Telegraphic Address: Telephon calls: Berlin accounts
Postamt Berlin Local calls 12 00 21 Reich Bank-current-account
Trunk calls 12 04 1 3201 Berlin
Postal cheque account
10456 Berlin

POSTAL ADDRESS OF SENDER: I.G. Farbenindustrie Aktiengesellschaft,
Berlin N. 7, Unter den Linden 70

Supreme Command of the Wehrmacht
Military Economic Staff
for the attention of Major Dr. Reier
Frankfurt/Oder
Ziethenstrasse

Initialed:
30 June

Your ref. Your letter of Our letter of Our ref. Berlin N. 7
Dr. Reier/Gr./53/ 20 June 1944
Subject: Pylling
Pylling

We enclose 2 hard copies of our summary, after micrographing

TRANSMISSION OF DOCUMENT NO. RI-7794
CONTINUED

(Page 5 of original cont'd)

(23.) Location and capacity of the warlike munition works
Secret Archives
2093a and b hoping that you will find them of use.

Heil Hitler!
I.G. Farbenindustrie Aktiengesellschaft
Signature: Kuntze

2 Enclosures

(Page 6 of original)

I.G. Farbenindustrie Aktiengesellschaft
Telegraphic Address: Telephone calls: Banking Accounts
Inscribed in Berlin Local calls 12 00 21 Reich Bank-current-account
Trunk calls 12 06 01 1001 Berlin
Postal cheque account
10456 Berlin

POSTAL ADDRESS OF SENDER: I.G. Farbenindustrie Aktiengesellschaft,
Berlin N. 7, Unter den Linden 70

Supreme Command of the Wehrmacht
Feldpostamt
for the attention of Major Dr. Dörfler
Frankfurt/ Main
Zivilpostamt
signed Dörfler 16 September
Initialed 17 September

Your ref. Your letter of Our letter of Our ref. Berlin N. 7
Gr/55/44 14 September 1944

Subject: Munition

Secret Archives
2093a and b
Further to our letter of 11 August and 24 August we enclose two
copies of the location map to our munition supply Economics
Office 5093.

Heil Hitler!
I.G. Farbenindustrie Aktiengesellschaft
Economics Department
Signature: Kuntze

4 Enclosures

CLASSIFIED

(page 7 of original)

8/19/53

I.G. Farbenindustrie Aktiengesellschaft

Telegraphic Address

Telephone calls

Banking Accounts

Ipschederstrasse Berlin

Local calls 12 0021

Reich Bank-current-account

Trunk calls 12 64 01

9201 Berlin

Register

Postal cheque account

10456 Berlin

POSTAL ADDRESS OF SENDER: I.G. Farbenindustrie Aktiengesellschaft,
Berlin S. 7, Unter den Linden 76

Secret!

Supreme Command of the Wehrmacht

for the attention of Major Dr. Dier

Frankfurt/Main

Signature: Illa-

Main Post Office

-1114

(13.) 20 October

1. This is a secret matter within the meaning of Article 30 of the Reich Penal Code.

2. It is transmitted only under cover of sent by post, to be registered.

3. It is sent, at the responsibility of the addressee, under lock and key.

Your ref. Your letter of Our letter of Our ref. Berlin S. 7

Economics Office Unter den

Linden 76, 10456/r/56/76, 26 October 53

26 October 53

Subject: Hydrogen and nitric acid

Secret
archives
2112/IIa
and b
2112/IIIa
and b

Further to our letter of 16 October, we transmit to you as an additional opinion to report 1 of the Scientific Advisory Office, two notes on "The German production capacity of the U.S., Great Britain, the British Dominions, the U.S.S.R. and Japan and 'The production capacity of diluted and highly concentrated nitric acid in Russia' in the U.S.S.R."

Mail 10/11/53

I.G. Farbenindustrie Aktiengesellschaft

Economics Department

By order

Signature: Krause

Enclosures

(page 8 of original)

I.G. Farbenindustrie Aktiengesellschaft

8/19/53

Telegraphic Address

Telephone calls

Banking Accounts

Ipschederstrasse

Local calls 12 00 21

Reich Bank-current-account

Trunk calls 12 64 01

9201 Berlin

Register

Postal cheque account

10456 Berlin

POSTAL ADDRESS OF SENDER: I.G. Farbenindustrie Aktiengesellschaft,
Berlin S. 7, Unter den Linden 76

Supreme Command of the Wehrmacht

Initialed 20 December

for the attention of Major Dr. Dier

Frankfurt/Main

Secret!

1. This is a secret matter within the

TRANSLATION OF EXCEPTS FROM DOCUMENT No. NI-7857
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. FARBENINDUSTRIE AKTIENGESellschaft

V H 3

Handwritten initials: T P

Postal Address of Senders :

I.G. Farbenindustrie Aktiengesellschaft

Economic Department, Berlin N° 7, Unter den Linden 78.

Telegraphic address :

Igesekretariat Berlin

Telephone : Local 12 00 21

Trunk 12 56 01

Handwritten : "C.138

High Command of the
Armed Forces,
Feldwirtschaftsamt,
Abroad 1. Department
For attention of Major
B a y e r

Secret!

matter/

1. This is a secret/within the meaning of Article 88 of the Reich Penal Code.
2. To be transmitted only under cover; if sent by post, to be registered.
3. To be kept, at the responsibility of the addressee, under lock and key.

Frankfurt / Oder

Berlin, N° 7
Unter den Linden 78
16 October 1944

Our Reference :
Economic Department
Fr. Kr./21/56/1 a

Subject :

Explosives Supplies of the Belligerent Powers

With reference to our discussion of the 10 October 1944, we return to you herewith Report No. 1 of the scientific advisory agency, "The Explosives Supply of the Belligerent Powers".

In view of the shortness of the time at our disposal, we have confined ourselves in the attached reports to opinions on the following statements :

1. Production capacity of ammonium nitrate in the USA and use of ammonium nitrate as explosive.
2. Production of pure explosives in Russia.

Heil Hitler

I.G. FARBENINDUSTRIE AKTIENGESellschaft
ECONOMIC DEPARTMENT

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7857
CONTINUED

(page 1 of original cont'd)

Enclosures :

Handwritten Note :

"Telephone conversation with GEBAUER on 21 January 1945,
according to which KLEE does not know anything about the report
(or visit)."

(Translator's note: Original of this handwritten note is
very indistinct and the above translation is open to doubt
and is not guaranteed.)

CERTIFICATE OF TRANSLATION

15 September 1947

I, Anne MARTIN, CGO No. 20 144, hereby certify that I am a
duly appointed translator for the German and English languages
and that the above is a true and correct translation of the
document No. NI-7857.

.....
Anne MARTIN
CGO No. 20 144

TRANSLATION OF DOCUMENT No. XI-7978
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Secret:

1. This is a secret matter within the meaning of Article 88 of the Reich Penal Code.
2. To be transmitted only under cover; if sent by post, to be registered.
3. To be kept, at the responsibility of the addressee, under lock and key.

Rubber Stamp:

I.G. FARBENINDUSTRIE AGTIEGESSELLSCHAFT
ECONOMICS DEPARTMENT

Work of Branch III of the Economics Department on Orders of the Armed Forces High Command.

Date:	No.:	Title:
13.11.39	341	Italy's production of explosives
20.11.39	g 26	On the cellulose and wood pulp supply of England and America.
4.12.39	256	Italy: Mineral oils, rubber, textiles, nitrogen.
4.12.39	256	Italy's supply of iron and various non-ferrous metals.
2.12.39	g 40	Great Britain's capacity for production of explosives.
29.12.39	g 41	Aviation gasoline in Roumania.
3. 1.40	g 42	Camphor supplies of the Soviet Union.
4. 1.40	g 43	Survey of mining, extraction, import and export of minerals and metals in South East Europe in 1936 (Hungary, Yugoslavia, Bulgaria, Roumania and Greece)
12. 1.40	g 44	The effect of North Sea blockade on the supply of important industrial raw materials and semi-finished products for the North Baltic Countries.
18. 1.40	g 46	Great Britain's supply of iron and various non-ferrous metals.
22. 1.40	g 53	Titanium, vanadium and tantalum throughout the world and in Germany.
25. 1.40	g 54	Great Britain's capacity for production of chemical warfare agents.
29. 1.40	g 56	Switzerland's capacity for production of explosives.
29. 2.40	g 73	Material about the demand and production of aluminium in the whole world.
1. 3.40	g 74	Import of rolling-mill products by the Scandinavian countries in 1937
2. 3.40	g 75	On the technology of explosives and chemical warfare agents.
9. 3.40	g 77	France's capacity for production of explosives.
6. 4.40	58	France's supply of aluminium and aluminium raw materials.
8. 3.40	g 78	Great Britain's balance of mineral oil in 1937 and 1938.
8. 3.40	g 79	Great Britain's imports of crude oil and her refining activities.
13. 3.40	g 80	Survey of the exports in 1935-38 of ferric alloys by the important producing countries.
12. 3.40	g 81	The cryolite supply of the world's main consumers and the share of Greenland and Denmark in 1937 and 1938.

TRANSLATION OF DOCUMENT No. III-7978
CONTINUED

(Page 1 of original, cont'd)

Date:	No.:	Title:
21. 3.40	g 83	Sweden's explosives industry.
26. 3.40	g 84	Norway's foreign trade in explosives.
28. 3.40	g 86	France's capacity for production of chemical warfare agents, French chlorine consumption in 1937.
12. 4.40	g 87	Sweden and Norway as manufacturers and exporters of ferric alloys.

(Page 2 of original)

Date:	No.:	Title:
16. 4.40	g 89	Norway's supply of aluminium and aluminium raw materials.
16. 4.40	g 90	Great Britain's supply of aluminium and aluminium raw materials.
16. 4.40	g 91	Sweden's supply of aluminium and aluminium raw materials.
16. 4.40	g 92	Data on production and foreign trade of ferric alloys in Great Britain, France, Canada and the U.S.A.
16. 4.40	g 93	World Production of ferric alloys (not including Germany)
22. 4.40	g 94	On the ferric alloys situation of Greater Germany and the Eastern Powers.
25. 4.40	g 97	Production capacity for chemical warfare agents in England and France.
29. 4.40	g 96	Great Britain's production capacity for chemical warfare agents. (Supplement to study of 25.1.40)
30. 4.40	96	China's production and export of antimony.
30. 4.40	97	China's production and export of tungsten ore
6. 5.40	g 100	Cryolite Europe.
22. 5.40	109	Data on sulfuric acid in Belgium.
31. 5.40	117	Production of crude Benzene in England.
1. 6.40	g 105	Present and Future U.S.A. capacity for production of basic explosives material and explosives.
7. 6.40	g 106	Present and Future U.S.A. capacity for production of explosives.
13. 6.40	g 107	Soviet Union's capacity for production of explosives
17. 6.40	125	The non-ferrous metals industry of the Netherlands.

TRANSLATION OF DOCUMENT No. NI-7978
CONTINUED

(Page 2 of original, cont'd)

Date:	No.:	Title:
4. 3.41	g 110	Russia's capacity for production of chemical warfare agents.
6. 3.41	g 107	On the question of Russia's capacity for production of explosives. (Supplement)
21. 3.41	g 86	Comparison of the chemical warfare agents planning of the Service de Poudres with assessment of France's capacity for production of chemical warfare agents (Supplement of study of 28.3.40)
21. 7.41	g 111	Japan's capacity for production of explosives.
29. 7.41	g 113	The possibility of U.S. helium shipments to England.
19. 8.41	g 114	Italy's home production and export of various chemical products.
31. 3.42	g 119	The capacity of the Union of South Africa for production of explosives.
29. 5.42	g 122	Production of graphite in the South-East European states and Sweden.
20.10.42	g 123	The capacity of British-India for production of explosives.
20.10.42	g 124	The capacities for production of militarily important chemical products in the unoccupied areas of Russia with an index of the explosives plants.
7.12.42	133	Toluene obtained as a by-product of coking plants in the U.S.A.
19.12.42	g 125	Opinion about analyses of captured Russian ammunition.

(Page 3 of original)

11. 1.43	g 126	Investigation of captured Russian explosives.
3. 2.43	g 129	List of chemical-warfare-agents factories prepared to be in the unoccupied parts of the Soviet Union.
4. 3.43	g 131	Explosives from captured Russian ammunition.
9. 3.43	24	The powder and explosives industry in the U.S.A.
14. 4.43	g 134	Opinion about the planning figures obtained by the High Command of the Armed Forces about the production of powder and explosives in the U.S.A.
3. 4.43	30	The possibility of producing chlorine without electricity in the U.S.A.
16. 4.43	g 135	Russia's capacity for production of chemical warfare agents.
11. 6.43	g 136	List of chemical factories in unoccupied Russia which are important to the war effort
23. 9.43	64	Production of tetra ethyl lead in the U.S.A. in 1940
25. 9.43	65	Production of hydrogen peroxide in the U.S.A.

TRANSLATION OF DOCUMENT No. HI-7978
CONTINUED

(Page 3 of original, cont'd)

Date:	No.:	Title:
13.10.43	g 124a	Russia's production of explosives in 1941 and 1942 (Supplement to g 124)
11.10.43	74	Production of synthetic rubber in the U.S.A.
11.10.43	75	Production of aluminium in the U.S.A.
11.10.43	76	Production of magnesium in the U.S.A.
3.11.43	83	Furfural
9.11.43	g 142	Explosives from captured Russian ammunition
14. 1.1944	/ XI.	

CERTIFICATE OF TRANSLATION

8 September 1947

I, Samuel BORN, No. A 443 113, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. HI-7978.

Samuel BORN
No. 443 113

(Page 1 of original)

Corporate name changed from:
U. S. & PANATLANTIC SERVICE CORPORATION
to
CHRYMO I. O. on April 17, 1931

MEMORANDUM OF AGREEMENT made as of the day of November 7th, 1930,
by and between

U. S. & PANATLANTIC SERVICE CORPORATION,
a corporation organized and existing under and by virtue
of the laws of the State of New York, party of the first
part, hereinafter designated as the "American Corporation,"
and

F. A. ERNST & SONS & CO. DISSELDOHN
of Frankfurt am Main, Germany,
party of the second part, hereinafter referred to as the
"Foreign Concern";

WHEREAS, the American Corporation is desirous
of rendering certain services to the Foreign Concern upon
the terms and conditions hereinafter stated and for the
compensation hereinafter provided for; and

WHEREAS, the Foreign Concern is willing to
avail itself of the services of the American Corporation
upon the said terms and to enter into an agreement to
that effect;

NOW, WHEREFORE, THIS DAY OF NOVEMBER 1930:

In consideration of the mutual covenants herein
contained and for other valuable consideration, receipt

(Page 2 of original)

whereof is severally acknowledged, it is agreed by the
parties hereto as follows:

1. The American Corporation agrees to furnish
and supply to the Foreign Concern as, when and if request-
ed, memoranda of financial and industrial conditions

(Page 2 of original cont'd)

in the U. S. A., with especial reference to the chemical and allied industries, and also information as to the earnings and business developments of American corporations, copartnerships and individuals, made public from time to time, by such corporations, copartnerships and individuals, together with any other statistical information available from public sources, which the Foreign Concern may, from time to time, request.

2. The American Corporation further agrees as, when and if requested, by the Foreign Concern, to receive officers, employees or special representatives of the Foreign Concern who may, from time to time, visit the U.S.A., obtain hotel and traveling accommodations for such visitors; facilitate their introduction to American financiers, industrialists, engineers and others and aid and assist such visitors in the accomplishment of the purposes of their visit.

3. The American Corporation further agrees as, when and if requested by the Foreign Concern, to make surveys, examinations, investigations and appraisals of

(Page 3 of original)

an engineering, financial, industrial and commercial nature, of any existing or prospective industry, enterprise, or chemical, mechanical, manufacturing or other part thereof, with especial reference to details of capital structure, management, costs, products, processes, trade names, good will, value of patents, and otherwise, and the American Corporation further agrees to submit to the Foreign Concern, detailed report thereon, with recommendations and suggestions in regard thereto, if so desired.

(Page 3 of original cont'd)

4. The American Corporation further agrees as, when and if requested by the Foreign Concern, to investigate American Customs duties, details of Customs Procedure, Customs clearances, ocean and railroad freight rates, insurance rates, and any and all matters relevant and material to Customs, imports and exports.

5. The American Corporation further agrees as, when and if requested by the Foreign Concern, with its own personnel, or in conjunction with visiting representatives of the Foreign Concern, to enter into negotiations with American financial, industrial and commercial interests, corporate or individual, for the accomplishment of agreements for the mutual advantage of the Foreign Concern and such American financial, industrial and commercial interests, corporate or individual.

(Page 4 of original)

6. The American Corporation further agrees to supervise and expedite, through the appropriate legal and governmental channels, endeavors to obtain the return of all property of the Foreign Concern still held by the American Alien Property Custodian; endeavors to obtain compensation from the War Claims Arbitrator for patents, used by or for the American Government, and mentioned and set out in the Settlement of War Claims Act; and endeavors to obtain compensation for property used, which does not fall within the provisions of that Act.

7. The American Corporation further agrees to act as the Foreign Concern's proxy and attorney in fact, whenever requested so to do, in all instances where the Foreign Concern owns shares of the capital stock of any American corporation and as such proxy and attorney in

(Page 4 of original cont'd)

fact to safeguard, as far as possible, the interests of the Foreign Concern as such stockholder, making such examinations of the financial condition and business conduct of such corporations as may be possible by conference with the officers of such corporations, or otherwise, as the laws may permit such stockholders so to do. The Foreign Concern specifically authorizes the American Corporation, through its President, to take any and all action, which, in the judgment of the President, may be necessary and proper in this connection.

(Page 5 of original)

8. The American Corporation further agrees to maintain liaison between the Foreign Concern and any American corporations or individuals who may be purchasers and/or importers of the products manufactured or sold by the Foreign Concern. The American Corporation further agrees to obtain such credit or other information about such corporate corporations and individuals as may from time to time be necessary to properly protect and safeguard the interests of the Foreign Concern, as seller and/or creditor. The American Corporation further agrees to negotiate with the officers of such corporations or with such individuals, for the adjustment of any and all controversies, disputes, claims and matters of business difference which may arise. The Foreign Concern specifically authorizes the American Corporation, through its President, to take any and all action which, in the judgment of the President may be necessary and proper in this connection.

(Page 5 of original cont'd)

9. The American Corporation further agrees as, when and if requested by the Foreign Concern, to confer and negotiate with any and all American individuals, corporations, industrial and financial, with whom the Foreign Concern may now or may hereafter have contractual or business arrangements, not comprised within the two paragraphs immediately preceding, in and about all matters of business policy, business conduct,

(Page 5 of original)

controversies or other matters of joint or several interest to the parties, in order that friendly, harmonious and mutually advantageous relations may be maintained and preserved and especially so that the interests of the Foreign Concern, as the same may appear, may be advantageously ascertained and protected.

10. The American Corporation further agrees as, when and if requested by the Foreign Concern, to collect and transmit general or specific information concerning the regulations of the United States and of the several states as to taxation of all kinds, and, if occasion arises therefor, further agrees, when requested so to do, to confer and negotiate with the appropriate authorities as to any and all required reports, duties, claims, assessments, payments, refunds or similar matters.

11. The American Corporation further agrees, whenever requested so to do, to keep in touch with attorneys representing the Foreign Concern in present or future litigation, or legal matters, pending in America, in which the Foreign Concern is directly or indirectly interested; and to keep the Foreign Concern advised and

(Page 5 of original cont'd)

informed as to the progress and result thereof and to transmit any instructions to such attorneys which the Foreign Concern may see fit to transmit, and to pay, subject to reimbursement by the Foreign Concern, charges

(Page 7 of original)

for legal services and disbursements, in and about such litigations or other legal matters affecting the Foreign Concern, and further agrees, whenever authorized so, to do, to engage attorneys to represent the Foreign Concern in any matters necessitating attention by attorneys and counsellors at law.

12. The American Corporation further agrees as, when and if requested by the Foreign Concern, to execute commissions of purchase of merchandise, commodities, securities, or other articles or products and to arrange for forwarding or delivery or warehousing or deposit, or other disposition of the same.

13. The American Corporation agrees as, when and if requested by the Foreign Concern, to prepare, publish, and circulate, and contract for the preparation, publication and circulation of any advertising or other publicity matter relating to or concerning the products of or the interests of the Foreign Concern in America, and further agrees to contract for or otherwise arrange for commercial and scientific demonstrations of the merit and quality of the products manufactured or sold by the Foreign Concern and further agrees, whenever requested so to do, to confer and negotiate with American interests for the purchase, importation and exploitation in America of present or future products manufactured or sold by

(Page 8 of original)

the Foreign Concern.

14. The American Corporation further agrees as, when and if requested, to receive and transmit funds due, owing, and paid to the Foreign Concern on past or future indebtedness and to receive funds from the Foreign Concern and disburse the same, in liquidation of obligations of the Foreign Concern, past or future, in the U. S. A. or elsewhere, in accordance with the instructions of the Foreign Concern.

15. The American Corporation further agrees as, when and if requested by the Foreign Concern, to investigate the merit, from the scientific, technical, commercial and practical standpoint of any American patent, process or invention, and submit report thereon, and to negotiate for the use thereof abroad, if desired; also to present to American interests the merits of foreign and domestic patents, processes or inventions owned by the Foreign Concern, and negotiate with such American interests for the use of the same in America, jointly or by license or purchase, by American interests.

16. The American Corporation as, when and if requested agrees to do any and all of the foregoing not only in the U. S. A. but also in the Dominion of Canada in connection with any interests which the Foreign Concern now has or hereafter have in that country.

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17. The services embraced in the foregoing paragraphs 1 to 16 are hereby designated "General Services".

18. For the foregoing "General Services" to be rendered by the officers and personnel of the American Corporation, the Foreign Concern agrees to pay to the American Corporation

(Page 9 of original cont'd)

and the American Corporation agrees to accept therefor the sum of _____ eighty four thousand _____ dollars per annum, payable in equal monthly installments on the first day of each and every month. At any time within the month of each January, subsequent to December 31, 1981, either party hereto, during the life of this agreement, may request revision of the amount of the aforementioned annual compensation, and the same, by mutual agreement, may be then increased or diminished.

19. In addition to the foregoing annual payment, the Foreign Concern agrees to pay to the American Corporation, its reasonable and proper disbursements, such as traveling, entertaining expenses and other appropriate incidentals, as, when and if billed therefor by the American Corporation. However, in the judgment of the American Corporation, it is necessary or expedient to employ additional personnel or outside help, technical or expert assistants, such for example, as auditors, accountants, chemical, mechanical, electrical, industrial engineers, financial, legal and other experts and advisors, the charges for such services, approved by the American Corporation and paid by it, shall be paid for by the Foreign Concern as, when and if billed as a necessary disbursement.

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20. Any other service which the American Corporation may be called upon to render and which service is rendered shall be designated as "Special Services" and reasonable compensation and appropriate disbursements shall be charged to and paid by the Foreign Concern.

21. Nothing in this agreement shall be construed to authorize the American Corporation to represent or act for the Foreign Concern, except in the

(Page 10 of original cont'd)

specific matters herein enumerated and in the manner hereinabove set out. No general authority is herein conferred upon the American Corporation to act for the Foreign Concern in all matters or to be their general agents. No authority is conferred upon the American Corporation to cause appearance to be made for the Foreign Concern in any litigation in any American Court. No authority is herein conferred upon the American Corporation to do any act of any kind whatsoever in behalf of the Foreign Concern which could be construed by the American judicial authorities as the doing of business by the Foreign Concern in any one of the States of the United States, as the same may be defined by the Courts of each State and of the United States.

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22. This agreement shall continue in full force and effect until January 1, 1938, and shall, without further action by either party, be renewed thereafter from year to year, to and including December 31, 1936, unless the same shall be at any time terminated by notice in writing, or by telegraph or cable communicated by either party to the other, of its intention to terminate the same thirty days after the receipt of such notice, or at some other date specified therein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement as of the day and year first above mentioned.

D. H. HARTMAN & SONS LTD. AUSTRIAN ENGINEERING SOCIETY

per. Unterschrift

Assent: E. J. Trebitsch, S. & TRANSATLANTIC SERVICE CORPORATION
Secretary

per. Unterschrift (President)

"A CERTIFIED TRUE COPY"

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37D

TRANSLATION OF DOCUMENT No. NL-11198
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Office of Commercial Committee 20 April 1931 and 29 April 1931

The firm name:

"U. S. and Transatlantic Service Corp. New York"

has been changed into

Chomny Co. Inc.
521 Fifth Avenue, New York

because of mistaken mail deliveries to an Advertising and Research Company
with a similar name (Transatlantic Service Co., 164 Fifth Avenue)

Cable address: "Wiltrans" New York (Translator's Note: Handwritten
alteration: "Wiltrans" deleted; Inchony

(Initial): L.

(Translator's Note: Handwritten note:)

Cable address changed to "Inchony New York"
according to letter from Chomnyco of 9 August 1935.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO No. 34079, hereby certify that I am
thoroughly conversant with the English and German languages, and that the
above is a true and correct translation of Document No. NL-11198

DOROTHEA L. GALEWSKI
ETO No. 34079

(E N D)

UNITED STATES
DEPARTMENT OF JUSTICE
Washington 25, D.C.
September 8, 1947

LVF:das:bbo

Colonel Ray J. Laux
War Department Special Staff
War Department
Washington 25, D.C.

Dear Colonel Laux:

Reference is made to your letter of September 5,
requesting certification of Confidential Report, entitled American
Economic Intelligence Activities of I.G. Farbenindustrie -
Chemnyco, Inc., file NO. 60-C-28, No. 3421-11, dated
August 10, 1944, which was prepared in the Economic Warfare
Section, War Division, Department of Justice.

This is to advise you that the above-mentioned report
was prepared by a member of the staff of the Economic Warfare
Section and is from the files of the Department of Justice.

Sincerely yours,

/s/ Douglas M. McGregor

DOUGLAS M. MCGREGOR
The Assistant to the
Attorney General

"A CERTIFIED TRUE COPY"

- 1 -

(END)

EXCERPT OF DOCUMENT NO. HI-10577-
OFFICE OF CHIEF OF COUNSEL FOR WAR CASES

(Page 1 of original)

DEPARTMENT OF JUSTICE

COPIES OF THIS DOCUMENT
TO: 50-0-29
FROM: 3-21-44

ECONOMIC WARFARE SECTION

WAR DIVISION

944

(page 2 of original)

REPORT OF
AMERICAN ECONOMIC INTELLIGENCE ACTIVITIES OF
I. & S. BARR INDUSTRIES - CHEMNYCO, INC.

August 10, 1944

(page 3 of original)

REPORT OF
AMERICAN ECONOMIC INTELLIGENCE ACTIVITIES OF
I. & S. BARR INDUSTRIES - CHEMNYCO, INC.

I. Introduction

The simplicity, efficiency and quality of certain methods of gathering economic intelligence data are exemplified by Chemnyco, Inc., the American economic intelligence arm of I. & S. Barr Industries. Chemnyco is an excellent example of the use to which a country with a war economy may put an ordinary commercial enterprise. That Chemnyco succeeded as well as it has resulted from the fact that our country with a peace-time economy did not see fit to erect defenses. (1)

(page 5 of original, cont'd)

In planning for the total war it had decided to win, Germany needed more information than could be obtained through the conventional invisible-link methods of espionage. What Germany needed to know were the economic facts and figures the sum total of which make up the economic life of America. It was the theory of I. G. Farbenindustrie, that more information, at less cost and with no risk, was obtainable through the exploitation of well-organized industrial and commercial contacts than through training, planting and maintaining contact with isolated spies.

In 1928, I. G. Farben established in the United States what was first conceived of as a "Committee on Political Economics," but very soon became a large-scale incorporated business enterprise whose function it was to "furnish information regarding financial and industrial conditions in the United States." This organization, which became Chemycor, Inc., in 1931, was run by Max Illmer, soon to become I. G. Farben's official link with and spokesman to the Nazi hierarchy. Illmer came to the U. S. for this purpose and, upon his return to Germany, left his brother Rudolf as his deputy in the U. S. Chemycor operated until the United States entered the war against Germany. It was supplied by its parent with ample funds and with all the skillful personnel having rich technical backgrounds. Ownership of Chemycor, though never in the name of I. G. Farben, was always tightly controlled by selected representatives of that company.

(page 6 of original)

Chemycor's designation as the official I. G. Farben intelligence agency in this country did not, of course, preclude occasional information gathering by other representatives of I. G. Farben. An intelligence agent of our government, after arresting two I. G. Farben representatives in the Patent Canal Zone and discovering evidence that there was a "world-wide espionage service operated by I. G. Farbenindustrie," observed:

(page 6 of original, cont'd)

The world-wide domination of the drug and chemical field by the I. G. Farbenindustrie and its close contact with the powerful influence of the Third Reich lends itself admirably to furtherance of international espionage and counterespionage. Outside of the men trained in espionage work who operate under the cover of I. G. Farbenindustrie, there are standing instructions to all employees that any information of an intelligence nature must be brought to the attention of their superiors for transmission to Germany. (2)

Little information is at this time available as to I. G. Farben's economic intelligence activities elsewhere in the world, especially in the countries bordering upon Germany. The extent of these activities will be suggested, however, by the voluminousness of the activities of I. G. Farben's official intelligence agency in the United States.

Chemnyco, functioning as the agent of I. G. Farbenindustrie in the United States in fiscal, patent and other matters, cultivated the contacts upon American business-men which came to it automatically through I. G. Farben's hundreds of commercial and cartel-like agreements with American firms. (3) The representatives of Chemnyco negotiated with leading American companies in connection with licensing their under patents and processes owned by I. G. Farben. Such patent negotiations were found to be a particularly fruitful medium for the procurement of industrial information, for which reason Chemnyco has been known to protect negotiations far beyond the limits dictated by the profit motive. The negotiations with respect to American development of synthetic rubber processes, for example, were stretched out over a decade. Chemnyco dealt with American companies in connection with the royalties they paid to I. G. Farben. Supervision of royalty collection permitted the incidental collection of intimate production data, Chemnyco's technical

(page 6 of original, cont'd)

non made close investigations of the plant facilities and processes of innumerable American enterprises to satisfy the curiosity of I. G. Farben as a potential participant or investor. For the same ostensible reason they solicited and obtained information for through reports on a great variety of American plants, projects, processes, natural resources, financial institutions and whole industrial regions. Chemnyco's Statistical Department, through access to United States Government information agencies as well as to other public and private sources of general and specific economic data, was able to assess reports more impressive than anything that could be obtained by an American company using the sources ordinarily available to it.

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By taking advantage of the friends it made in the ordinary course of business and of its commercially revered position as the arm of one of the world's greatest concentrations of industrial capital, Chemnyco was able, in the course of its short life, to transmit to Germany tons of material ranging from samples of newly discovered chemicals to photographs, blueprints and detailed descriptions of whole industrial developments. Rather than "the plans" of conventional espionage, Chemnyco transmitted to Germany our economic and industrial vital statistics whose German counterpart our military and administrative authorities would give much to possess.

From the files of Chemnyco it appears that the company made every effort consistent with the successful performance of its tasks to stay in 1940 in the course of an antitrust case in which Chemnyco was involved, Chemnyco's attorney wrote to the President of the company:

I am of course glad that as the result of the investigation the Government has found no violation of any Federal Statute on the part of Chemnyco, Inc. (4)

(page 7 of original, cont'd)

It is probable that Chemnyco, as war issues sharpened and our government sought, by blocking and registration acts, to protect itself, adopted a less careful regard for our statutes. For example it later developed in the course of the same antitrust investigation, that the company's vice president had ordered the destruction of a considerable part of the files, as a result of which action he was indicted for obstruction of justice, pleaded guilty and paid a \$1,000 fine. There is no indication of the type of evidence Chemnyco was seeking to withhold when it destroyed its papers. It may be, however, that some of the material destroyed would have been relevant to the question of whether Chemnyco was required to register under the Foreign Assets Registration Act, question which the company had decided for itself in the negative.

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II. Organization of Chemnyco.

I. G. Farbenindustrie played an important role in Germany's immediate resumption of plans for military and economic warfare in the early 1920's. In 1924, I. G. Farben began a campaign to reacquire the American properties it had lost through seizure by the Alien Property Custodian. By 1928, it already controlled a substantial chemical empire in this country and in April of that year, it organized the American I. G. Chemical Company as a holding company for its interests.

The incorporation of American I. G. Chemical Corporation is the culmination of two years of visits to the United States by I. G. Farben executives and discussions by them with American financiers, industrialists and lawyers as to the best method of maintenance of I. G. Farben control without direct I. G. Farben stock ownership. (5) The negotiations were conducted chiefly through the law firm of Kissel & Schrenk. Otto von Schrenk, the chief I. G. Farben lawyer in the United States, was assisted in the organization of I. G. Farben's American interests by an American lawyer, Alvin G. Vaniver, whose Anglo-Saxon name was a desirable asset. (6)

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(page 8 of original, cont'd)

I. G. Farben's plan made provision for the economic intelligence potentialities of its control of industrial property in the United States. (7) In 1928, Dr. Vandiver was summoned to Germany. According to Mr. Vandiver's diaries, now in the hands of the United States Treasury Department, on May 30, 1928, he discussed with I. G. Farben director Dr. Georg von Schnitzler (through whom I. G. Farben made its first contributions to Hitler) the establishment of a "Committee on Political Economics" to provide I. G. Farben with information about trends in the American business world. Vandiver had discussed this proposition earlier with Drs. Constantin Jacobi and Johann August von Eulerian, Deputy members of I. G. Farben's Board of Directors. Von Schnitzler arranged for Vandiver to meet Dr. Hermann Schmitz, chairman of the executive committee and "high spirit" of I. G. Farben. There followed a series of conferences between May 31 and June 7, 1928, at which was discussed a "Committee on Economic Information." These conferences were attended by I. G. Farben Directors Edward Labor-Andrew, Paul Baeflier, Dr. Georg von Schnitzler, and Dr. Wilfrid Greif (nephew founder of Chemnyc) and by G. B. Peters (later head of the Synthetic Nitrogen Products Company). On June 7, 1928, it was decided to organize an American unit to serve as an information agency for the Reichswirtschaftskontrolle, I. G. Farben's department of commerce and economics. Dr. Vandiver returned to the United States accompanied by Dr. Wilfrid Greif and, during 1928 and 1929, the Committee on Political Economics functioned informally. Information reports were drawn up in the office of Dr. Vandiver and then given to Greif for transmittal to Germany.

In 1928, Max Ilmor, then one of the assistants to von Schnitzler and later to become I. G. Farben's chief link with the Nazi party, (8) came to the United States to assist in the organization of the work of the Committee on Political Economics. When he returned to Germany, he left his brother, Rudolf Werner Max Ilmor, to serve as a member of the

(page 9 of original)

Committee, Rudolf Ilmer's official connection with I. G. Farben was through a position with Synthetic Nitrogen Products Company, the American sales agency of the I. G. Farben-dominated German Nitrogen Syndicate. In this office, Ilmer's chief duty was to consult and cooperate with Messrs. Tarniver and Greif. (8) When the American I. G. Chemical Corporation was organized in 1929, Rudolf Ilmer became head of its statistical division.

The Committee on Political Economics at that time was essentially a separate organization given a job to do which was beyond the normal activity of ordinary business institutions. It was therefore compelled to work behind a facade of other agencies controlled by I. G. Farben. On October 27, 1930 the Committee's position was redefined through the incorporation of the U. S. & Transatlantic Service Corporation and the transference to that corporation of the Committee's office. The name of this corporation, nominally controlled by Wilfred Kreis through majority stock ownership, was changed in 1931 to Chempvco, Inc.

In November of 1930, I. G. Farben entered into a contract with the new company subscribing to the latter's services in return for a payment of \$24,000 per annum plus charges for all special services. (9) This agreement remained in effect until the date the United States entered the war against Germany.

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(page 10 of original)

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III. Activities of Chempvco.

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(page 11 of original)

A. Chempvco's Statistical Department

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1. Reference File of Publications

Cheamyco's reference file of magazine articles was made up on the basis of a list of magazine subscriptions occupying sixteen singlespaced typewritten pages. (16) These publications, regularly received by Cheamyco, covered every conceivable field of human endeavor, including such subjects as science and technology, politics, industry, finance and banking, foreign and domestic trade, patents, economics, geography and the professions. Up to \$ 4,000 per annum was expended on this regular subscription list. (17) In addition, the Statistical Department obtained many single copies of publications for special purposes. (18) In addition to magazines, Cheamyco subscribed to or otherwise obtained a great number of American daily and weekly newspapers which were thoroughly clipped for information on the great number of subjects to which German curiosity extended. (19) The scope of these activities of Cheamyco's Statistical Department illustrates the great reliance placed by German intelligence authorities upon magazine and newspaper clippings. Other German intelligence agencies in the United States used much the same methods. For example, the "Bundesnachrichtendienst", the espionage department of the German-American Bund, had ninety-one "Ortsgruppennachrichtenstellen" throughout the United States whose duty it was "to read and clip every newspaper, weekly, trade paper, magazine, everything that was printed within their district and forward three clippings to "Ogrundstelle" (the central office) in

(Page 12 of original, cont'd)

New York." (20) Again, the "Abwehr" (counteraction) department of Goebbels' Propaganda Ministry "collects all news reports from abroad. All important newspapers, magazines, and books are sent to it." (21)

2. Weekly Reports to Germany

Selected magazine and newspaper clippings containing information on such subjects as plant expansion, financial transactions, politics, etc., were transmitted to Germany together with a weekly report, three copies of which went to I.G. Farbenindustrie in Germany with additional copies going to I.G. Chemie in Basle, Switzerland, and to Dr. Gadow, I.G. Farben's Swiss representative. (22) These weekly reports purported to summarize the sum total of knowledge coming to Chemnyce within the week. The weekly reports, obviously containing information of great value, continued to go to Germany until the day of America's entry into the War. Dangers of blockade interception were mitigated through the use of numerous mail drops and false addresses. On July 13, 1941, for example, I.G. Farben wrote Chemnyce:

This is to inform you that every kind of mail should be addressed to

(Page 13 of original)

Fonseca, Faria & Co. Lda.
Porto, Rua da Prelada 81
and/or
Sociedade Industrial Peres,
Ferreira & Co. Lda.
Lisbon, Rua da Cozinha
Economica e Alcantara,

until further notice. (23)

3. Use of Government Information Agencies

To supplement the information contained in magazines and newspaper articles, Chemnyco, as an "American" company, had available to it the services of the Federal Government's information-gathering agencies. Not only did Chemnyco resort to United States Government sources to satisfy its general curiosity, but it was occasionally ordered by I.G. Farben to approach the government for specific information. (23a)

.....

For some types of information the German probably considered our government agencies an irreplaceable source. After Hitler came into power

(Page 14 of original)

the Germans experienced some difficulty in getting information about Russia, especially after the Russians wiped out their Nazi fifth column.

Representatives of the United States Bureau of Mines, however, were comparatively free to study the U.S.S.R. On August 15, 1938, Chemnyco wrote to the Bureau of Mines requesting four copies of a recently issued "survey of the Mineral Industry in Soviet Russia." (29)

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(Page 14 of original, cont'd)

4. Use of Semi-Public Information Agencies

Chemnyco's standing as an "American" company was useful to it, also, in receiving information from semi-public information gathering agencies. In April 1939, through the American I.G. Chemical Corporation, Chemnyco received from the United States Chamber of Commerce two copies of its publication on "Safeguards against Subversive Activities." (32) Perhaps

(Page 15 of original)

to supplement that last bit of information, Chemnyco received from the Association of American Railroads literature on methods and regulations for the transportation of explosives (33)

5. "Estimates Requested"

In addition to the usual reports of a general nature which Chemnyco transmitted to Germany regularly, from time to time I.G. Farben requested information on special subjects.

On Dec 22, 1937, I.G. Farben wrote to Chemnyco:

Our political-economic division is interested in the carbide capacities of the various plants producing carbide in the United States and Canada. We are enclosing a list of the carbide plants known to us and would thank you very much to let us have particulars about the capacities, no matter if these are only estimates. (31)

(Page 15 of original, cont'd)

That Chemnyco proceeded to fulfill I.G. Farben's request is indicated by pencilled capacity figures next to three of the top plants named in the enclosure. (35)

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3. Plant Location Reports

Perhaps the most useful to Germany of all the information gathered by Chemnyco's Statistical Department were the "plant location" reports. Chemnyco would let it be known from time to time that I.G. Farben was interested in selecting certain plant locations in the United States for the exploitation of its numerous processes. Consequently, and at no expense to Chemnyco, Chambers of Commerce of states, counties and communities, as well as other sources, flooded Chemnyco with information and material about their regions, eager at the prospect of attracting a new industry. The material submitted contained extremely detailed information with respect to location, transportation facilities, power supply,

(Page 17 of original)

natural resources, health conditions, recreation facilities, -- in brief, a complete picture of the economic and social life of the community. The material received by Chemnyco from these sources was generally abundantly supplemented by maps, photographs, and sketches. (49) These reports are exactly the type which the Allied Military Government for

(Page 17 of original, cont'd)

Occupied Territories are trying to obtain for their own use, with respect to German communities.

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(Page 19 of original)

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7. Maps

To round out its collection of information, Chemnyco had a large collection of maps of every area of the world, with special emphasis upon the United States. (50) Among the maps in Chemnyco's possession were regional industrial maps, such as one of the mineral industries of Ohio; maps of shore lines, harbors, oil fields and gas fields; oil, gas and gasoline pipelines; electric power transmission maps; maps of coal deposits; U.S. Army topographic maps; highway and railroad maps and one entitled "Approaches to the Panama Canal."

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8. Use by Chemnyco of Other I.G. Farben Affiliates

In the collection of its tremendous masses of material, Chemnyco found it expedient to utilize the facilities of others of I.G. Farben's American companies. Chemnyco received and transmitted to I.G. Farben in Germany frequently reports prepared by the Synthetic Nitrogen Products Corporation. For example, on May 10, 1937, Chemnyco sent I.G. Farben a report on "Fertilizer Phosphate Situation Pacific Coast," prepared by Mr. Wilson Moyer of Wilson and George

(Page 20 of original, cont'd)

Meyer & Co., the West Coast branch of Synthetic Nitrogen Products Corporation. (54) Chemusco used the Advance Solvents & Chemical Corporation to procure samples of chemicals required by E.G. Farden. According to a report by Advance Solvents to Chemusco, in 1938, 56 chemical samples were so obtained. (55) Apparently Advance Solvents experienced no more difficulty in obtaining samples of chemicals than Chemusco experienced in obtaining reports and other materials. Of the 56 samples obtained in 1938, Advance Solvents estimated that 3 were "difficult to obtain" and 43 were "normally obtained." Advance Solvents added in its report to Chemusco, "Our estimate of difficulty is based solely upon the time required to dispose of each case as shown by our letter." (56)

number of I.G. Farben's American companies whose standing in the business community was useful for the purpose of acquiring information was the American I.G. Chemical Corporation.

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(Page 21 of original)

American I.G. was as useful to Chennyes in the "disposition" of material as in its acquisition. The pulverizing machine used by Rudolf Higner's staff to destroy sections of Chennyes's files was the property of American I.G. (58) It is not known for what sort of large-scale document destruction American I.G. required the machine.

(Page 21 of original, cont'd)

10. Rudolf Ilgner as Head of Chemnyco's Statistical
Department

The Statistical Department operated until 1937 as an organizational unit of the American I.G. Chemical Corporation. In 1937, it was shifted bodily and organizationally to Chemnyco. Rudolf Ilgner was its head in both companies. (59)

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The greatest mark left by Rudolf Ilgner upon Chemnyco was his destruction of a considerable part of the company's files in 1939. In the course of an anti-trust investigation of the nitrogenous fertilizer industry in July 1939, the Department of Justice sought to obtain information from the files of Chemnyco. On Ilgner's order, several minor employees of the company worked late the night before the investigators were to arrive and cleaned out the files of the company, using a pulverizing machine to destroy documents. Ilgner pleaded guilty to a charge of obstructing justice and paid a \$1000 fine. The documents destroyed may have revealed any number of things about the activities of the company. It is not correct to assume that Ilgner destroyed only documents relevant to the anti-trust inquiry, for, according to one of the clerks who helped in the destruction, Ilgner even ordered the pulverization of records of requests for United States Government publications.

(Page 22 of original, cont'd)

Ilgnor was at this time a leading figure in the Board of Trade for German-American Commerce, which numbered I.G. Farben among its chief financial supporters and which was to all intents and purposes, an American agency of the German Reichswirtschaftsministerium. (65)

Among his other pro-German activities were his efforts on behalf of a Captain E. C. Becker, a former German naval officer. In 1939, Ilgnor made an unsuccessful attempt to get Becker a position with the Standard Oil tanker fleet. Subsequently, Becker was employed by an aircraft plant in Baltimore. For reasons of his own, he wished to switch to the Brooklyn Navy Yard and wrote Ilgnor on March 3, 1940:

In the meantime I have applied for a position, job, rather, with the Civil Service Commission at the Brooklyn Navy Yard as a sailmaker, as queer as it sounds. If I should get it, I would have a better opportunity, being in New York, to follow my own plans. As I had to have references I named you as one who knows me and who is competent to judge my experience and fitness for the occupation in which I seek employment. In

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case there should be an inquiry, you do know that I have sailed many years on sailing vessels and that I am acquainted with sail-making, which I really am, having designed my own sails for years. (66)

EXCERPT OF DOCUMENT NO. NI-10577
CONTINUED

(Page 23 of original, cont'd)

Ilgnor wrote to his brother Max in Germany, asking him to get in touch with "some of his friends" in New York "who may be able to do something." (67)

Decker had apparently been squeamish about discussing the affair in writing, for Ilgnor had to re-assure him:

Your remark with reference to secretaries and office personnel is all wrong, as you already anticipated. I dictate all my personal mail including letters to my parents to my secretary, so your secret is very well guarded. The only chance for anyone to see my personal mail would be to open my files without my permission and, as I know that this has not happened for the past twenty years, I don't anticipate anything of the kind. (68)

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B. Chicago's Financial Department - I.G. Farben "Visitors"

Before the United States entered the war, two representatives of I.G. Farbenindustrie, Dr. Herbert Hochne and Dr. Emil Wolff, were arrested in the Panama Canal Zone. These men were found to be acting as German diplomatic couriers and as espionage agents. According to the arresting agents, "evidence obtained at the time these men were arrested showed incontrovertibly that they were part of a world-wide espionage service operated by I.G. Farbenindustrie." (73) This discovery by our agents was not a startling one. Other actions were compelled by the necessity for self-preservation to discover it sooner. According to a

(Page 24 of original, cont'd)

student of German espionage methods, when Polish counter-espionage authorities uncovered a small part of German espionage activities in their country, "they found espionage headquarters in the branches of the great industrial plants, like I.G. Farbenindustrie's. . . . (74)

The visits of the large number of I.G. Farben experts who came to the United States under the auspices of Chicago created a veritable bonanza of industrial intelligence.

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The extent of the curiosity of I.G.'s representatives is indicated by an extract from the itinerary of one visiting group in September of 1937; the laboratories of the Aluminum Company of America and of Carnegie-Mellon at Pittsburgh; the plants of Michigan Alkali, Pan-chlor and Great Lakes Steel Corporation at Detroit; the plants of the Ford Motor Company at Dearborn; Dow Chemical Company at Midland; Niagara Smelting and Hooker Electro Chemical at Buffalo; General Electric at Winghamton; Hercules Powder at Paulin, New Jersey; Titanium Pigment at South Amboy, New Jersey; Standard Oil at Bayway, New Jersey; DuPont at Wilmington, Delaware; and a miscellany of others strung along a route from Chicago, the Grand Canyon, Los Angeles, San Francisco, Salt Lake City, St. Louis and back to New York. The greater part of the firms visited were parties to contracts of various types with I.G. Farben.

(75)

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Visits to some of these companies were easy to arrange because Chemnyco Inc. had continuous commercial relations with them on behalf of I.G. Farben. In the case of other visits, arrangements must have been made on the basis of personal contacts and friendships. In the summer of 1938, Dr. W.H.G. Ziegler and Dr. E. de Ridder, respectively heads of the light metal division and light metal research laboratory of I.G. Farben, flew from New York to Los Angeles to visit West Coast airplane plants including Douglas, Vultee, Consolidated and Lockheed. These visits, part of an inspection tour of aircraft plants from coast to coast, were made with the permission of the United States War Department, obtained by Chemnyco. (77) It should be noted that neither I.G. Farbenindustrie nor Chemnyco could be regarded as a prospective customer for aircraft, the usual reason for permitting such visits.

I. G. Visitors absorbed and reported information with great thoroughness. A Dr. Von Rosenberg, for example, toured the United States for six months in 1937 and sent to Germany reports totaling hundreds of pages. (78) One of his reports on the "General Economic Situation in the United States" went into great detail on the American Synthetic Chemical Industry. Another, his report on "Oppanol", or Vistanex, was a painstaking description of the facilities and operations of many of our rubber companies.

(Page 25 of original, cont'd)

C. Chemnyco's Technical Department

The activities of the Technical Department of Chemnyco were described by the company in a memorandum prepared on December 13, 1936:

This corporation is a technical service corporation, specializing in investigating along chemical and engineering lines. Its clients rely on it among other things for information regarding developments in the United States, for a valuation of processes and plants which are from time to time offered and which might come into consideration for the clients of Chemnyco Inc.

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In some cases negotiations have resulted in licensing American concerns under the American patents owned by foreign concerns. In some cases joint corporations have been formed between the foreign companies and the American companies, such as Standard Oil Co. of New Jersey, Aluminum Company of America, Pennsylvania Salt Manufacturing Company, Plaston Company.

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To illustrate the field covered, present activities include the production of gasoline and lubricating oil from crude oil as well as from coal and other carbonaceous materials, the production of magnesium alloys and parts for airplanes, automobiles, machines, etc., the production of disinfectants for use in laundries and swimming pools, of cement of special

(page 26 of original, cont'd)

resistance for the construction of chimneys and tanks in chemical plants, the production of resins and from them of molding powders, the production of raw materials for soap from crude oil. Many other processes are now being considered with a view to taking them up, if commercially practical. (79)

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3. Licensing American Firms under I. G. Farben Patents

A considerable part of the technical department's time was occupied in negotiations for licensing I. G. Farben patents and processes to American firms. The relations established with American concerns, as a

(page 27 of original)

result of such negotiations, proved to be very valuable instrumentalities through which Chemnycor could render further services to I. G. Farben. For example, the friendly relations established and the restrictive agreements arrived at between I. G. Farben and the Aluminum Company of America through Chemnycor made it possible for Chemnycor to obtain from the Aluminum Company and send to I. G. Farben information on a proposed magnesium plant in Poland (83) and a new and effective American process for the extraction of magnesium from sea water. (84) This information was not called for by any of the agreements between the two companies.

The synthetic rubber patent licensing negotiations afforded Chemnycor many opportunities to obtain information for I. G. Farben. During the ten-year period, roughly between 1930 and 1940, in which I. G. Farben-Industrie and Standard Oil Company of New Jersey were negotiating with the American rubber industry with respect to licensing their synthetic rubber processes, the technical men of Chemnycor toured American rubber plants as representatives of I. G. Farben and sent voluminous reports to Germany on the basis of their observations. (85) It has been noted that the negotiations with respect to synthetic rubber licenses were lacking

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in directness. (86) Successful culmination of the negotiations was always in the offing but never realized, until the national defense program put an end to the game of now-you-see-it, now-you-don't.

In June of 1936 Charnyco representatives conferred with Dow Chemical Company and Goodyear Tire & Rubber Company, and sent the following report of the conference to Director Fritz ter Meer of I. G. Farben:

An exclusive license had been previously denied. When Schroll (Goodyear) asked for a non-exclusive license, he was given to understand that there could be no question of such a non-exclusive license either at this moment. The reason we gave him was that it was not shown that Dow and Goodyear had anything important to contribute. . .

To the extent it expedient to conduct the negotiations in such a way that we would continue to observe and become acquainted with Dow's and Goodyear's experiments, (87)

That Charnyco succeeded in using the negotiations with Goodyear Tire and Rubber Company as a medium for industrial intelligence is indicated by documents now in the hands of the United States Treasury Department. Included among these documents, technical reports on American rubber production and processes, is a report transmitted to Germany by Charnyco's Dr. Boller, a comprehensive resume of his findings during a visit to the Goodyear Research Laboratory. Dr. Boller's report contains not only the "know-how" of Goodyear's fabrication methods, but also Goodyear's discoveries relative to the production of a synthetic rubber similar to the German buna. (88)

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IV. Ownership of Charnyco

Characteristically no part of the stock of Charnyco was at any time owned by I. G. Farbenindustrie. Until 1939, the outstanding stock (250 shares) was owned by Charnyco officers and directors.

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(page 31 of original, cont'd)

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 Though never actually owned by I. G. Farbenindustrie, Chemyco was an enterprise operated by a close I. G. inner family circle. The following chart of Chemyco's principal officers and employees, prepared by Chemyco itself, shows clearly that every important member of the company was installed in office by I. G. Farbenindustrie: (107)

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PL-342, Part II

PRINCIPAL OFFICERS AND EMPLOYEES

	Position with Chemyco Inc.	With Chemyco	Formerly With	Position
Wilfried Greif	Former President	Nov. 1930 - June 1935	I. G. Farben- industrie	Executive
M. Mueller	Former Vice President now on call only	Nov. 1930	"	Clerk
K. Hochschwender	President	May 1931	"	Chemical Engineer
K. Wiesel	Chemical Engineer	Jan. 1931 - Sept. 1936	"	" "
A. Kesselbauer	Chemical Engineer	April 1933 - April 1936	"	" "
C. Mueller	Former Vice President	Nov. 1936 - Oct. 1941	"	" "
H. Keller	Chemical Engineer	Sept. 1936	"	" "
N. Schellmann	Chemical Engineer	Aug. 1937 - Jan. 31 '39	"	" "
W. Frankenberg	Chemist	May 1939 - April 1940	"	Chemist "

Dr. A. Schmitz	Director - record owner of majority of stock	1935 - 1939 1935 - 1939	Brother of Hermann Schmitz of the I. G.	Executive
W. H. Deisberg	Director Vice President	1931 - 1935 1935 - 1939	Son of Carl Deisberg of the I. G.	Chemist Patent Attorney

(page 32 of original, cont'd)

To this list should be added the name of Rudolf Ilmer who, though never connected with I. G. Farben in Germany, had been employed by a German company later merged into I. G. Farben and by several of the American affiliates of I. G. Farben, besides being the brother of I. G. Farben's Max Ilmer.

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The extent of family relationships among the chief personalities in Chemnyco and those in I. G. Farben is impressive. Rudolf Ilmer, in addition to being the brother of Max Ilmer, was a nephew of Hermann Schmitz, chairman of I. G. Farben's executive committee. Dietrich A. Schmitz, the nominal owner of a majority of the stock of Chemnyco from 1935 to 1939, was the brother of Hermann Schmitz, uncle of both Max and Rudolf Ilmer and brother-in-law of Albert Gadow, I. G. Farben's representative in Switzerland and chief figure in I. G. Chemie. Walther Duisberg, a director and officer of Chemnyco and said to have been its guiding personality after Wilfred Gruif stepped down in 1939, (108) was the son of Karl Duisberg, the organizer and first chairman of the board of directors of I. G. Farben. Wilhelm von Zeth, a part-time owner of Chemnyco stock and a powerful figure in many of I. G. Farben's American enterprises, was the son of Walther von Zeth, vice chairman of I. G. Farben's board of directors from 1929 until his death in 1940. (109)

Not only did I. G. Farben contrive to avoid the ownership and control of Chemnyco by a German company, but every effort was made to Americanize the individuals to whom the control and operation of Chemnyco had been entrusted.

The chief personnel of Chemnyco, with no exception, applied for naturalization as United States citizens. All acquired American citizenship, except two in whose cases the proceedings were interrupted by the outbreak of the war. Wilfred Gruif, Dietrich A. Schmitz, Walther Duisberg, Wilhelm von Zeth and Karl Hochschwender were naturalized without any difficulties. Carl Mueller and Hans Keller did not apply for

(page 33 of original, cont'd)

naturalization until after they had joined Chemnyco, so that the war broke out before they could become citizens. (110) Dr. Beller came to the United States in 1931 to serve as a consultant chemist at the Jasco plant, a capacity in which it was apparently not then necessary for him to have American citizenship. In 1936, Beller was transferred to Chemnyco. He visited Germany and, on his return, entered the United States as a quota immigrant and applied for citizenship. Dr. Mueller immigrated to this country on May 6, 1936, in time to have acquired citizenship before our entry into the war. He did not file his intention to become a citizen, however, until March of 1937, after he had joined the staff of Chemnyco.

EXEMPT OF DOCUMENT NO. WI-10418-
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

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SUBSCRIPTION LIST 1941

APRIL 1941
ED.

1264

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NAME	CIRCULATION
Academy of Political Science (membership)	RMI
Accident Prevention Information	OB
American Academy of Political and Social Sciences (membership)	RMI
American Ceramic Society	XSK
American Chemical Society (membership)	Dr. Stoetzer
.....	
American Cinematographer	FIM
American Dyestuff Reporter	ISK
.....	
American Fertilizer	VB
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American Ink Maker	PL
American Journal of Hygiene	YSK
.....	
American Journal of Physiology	YSK
.....	
American Journal of Public Health & the Nation's Health	YSK
American Journal of Tropical Medicine	YSK
American Metal Market	VB

(Page 5 des Originals)

NAME	CIRCULATION
American Perfumer & Essential Oil Record	EE
American Petroleum Institute (membership Dr. Sc.)	Dr. Sc.-Dr. B.
American Photography	PIW
American Review of Tuberculosis	TF
American Society for Metals (membership Dr. Ho.)	
American Society for Testing Materials (membership Dr. Ho.)	Dr. Ho-Dr. B
Angewandte Chemie (membership Dr. Ho.)	Dr. Sc-Dr. B
Annals	HWI
Annotated Bibliography of Economic Geology	TF
Annual Review of Biochemistry	TF
Bank & Quotation Record	Sturzenegger-dir.
Bacteriological Review	TF
Biochemical Journal	KEM
Board of trade for German-American Commerce (membership)	
Boletín de la Oficina Sanitaria Panamericana	KEM
Bolivian Magazine	VE
Boron-O-Gram	PL
Botanical Gazette	PL
Bulletin (American Society for Testing Materials)	REL
Bulletin of the American Ceramic Society	KEM
Business Week	VE
" "	ROI-UL-Stat.
Butano-Propano News	VE

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NAME	CIRCULATION
Camera	FDI
Camera Craft	FIW
Canadian Patent Office Records & Register of Copyrights and Trademarks	PL
Ceramic Abstracts	EXX
Chamber of Commerce of the U.S.A. (membership-Chamnyco)	
Chemical Abstracts (A.C.S.) - membership EHL	FIW
.....	
Chemical Industries	VB
.....	
Chemical & Metallurgical Engineering (2)	FT
.....	
Chemical Reviews	FT
.....	
Chemical Trade Journal & Chemical Engineering	EXX
.....	

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Chemiker Zeitung	Dr. Ho-Dr. E. EHL
Chemische Fabrik	Dr. Ho-Dr. E. EHL
Chemische Industrie	Dr. Ho-Dr. E. EHL
Chemist Analyst	EHL
Chemistry & Industry	Dr. Ho-Dr. E. EHL
Cine Kodak News	FIW
.....	
Commercial & Financial Chronicle	ra.C.
.....	
Commercial Pan America	VB
Current Tax Review Legal thought	HL
Division of Marketing (Am. Petrol. Inst.)	Dr. Ho-Dr. E
.....	

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D'C Assignatura Para	VI
DuPont Magazine	VI
.....	
Economic Geology	
Electrochemical Society (membership Dr. Mueller)	FF
.....	
Electromet Review	BRL
Endocrinology, the Association's Bulletin	FF
.....	
Engineering & Mining Journal	FF
Far Eastern Survey	FF
Federal Reserve Bulletin	VE
.....	

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Foreign Petroleum Technology	PL
Fortune	Dr. B-BRL-RWI-Stat.
Frankfurter Zeitung	RWI-Stat.
Gas	PL
Gas Age Record & Natural Gas	PL
General Electric Review	FF
German-American Commerce Bulletin (personal memberships) Dr. So-Dr. B-BRL-RWI-Stat.	
Greater New York Merchants' Association	RWI
India Rubber World (2)	EXX
.....	
Industrial Bulletin	EXX
Industrial & Engineering Chemistry - membership BRL (Nowak-Ind. Ed. EXX-St.)	
.....	

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Industrial & Engineering Chemistry - membership Dr. So.	VE
(continued)	
" " " " Dr. Hoerlein	Dr. Hoerlein
" " " " BRL	FIN
" " " " Dr. Mueller	Dr. CM-Nowak
	Ed. only

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PAGE	CIRCULATION
Industrial News	Dr. B. S. L.
Industrial Standardization	MSK
Instruments (3)	PL
International Journal of Leprosy	MSK
International Photographer	PIW
Iron Age	PL
Journal of Allergy	MSK
Journal of the American Ceramic Society (2)	MSK
Journal of the American Chemical Society - Dr. S. L. Miller (2)	PL
.....	
Journal of the American Leather Chemists Association	FF
Journal of the American Medical Association (2)	MSK
.....	

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Journal of the American Society of Agronomy	PL
Journal of the American Veterinary Medical Association (2)	FF
Journal of the American Welding Society	FF
Journal of Applied Physics - Dr. S. L. Miller (2)	FF
.....	
Journal of Bacteriology	FF
Journal of Biological Chemistry	MSK
.....	
Journal of Chemical Education	MSK
Journal of Chemical Physics	FF
.....	
Journal of the Chemical Society - London	MSK
Journal of Commerce	Mrs. C.
Journal of Economic Entomology	FF
.....	

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NAME	CIRCULATION
Journal of Experimental Medicine	FF
.....	
Journal of Infectious Diseases	FF
Journal of Nutrition	HEK
Journal of Organic Chemistry (2)	KEX
.....	
Journal of Parasitology	FF
Journal of Pharmacology & Experimental Therapeutics	FF
.....	

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Journal of Physical Chemistry (3)	TS
.....	
Journal of Physiology	HEK
Journal of the Society of Automotive Engineers	PL
Journal of the Society of Chemical Industry	Dr. Ho-Dr. 2 EKL
.....	
Kiplinger Washington Letter	Stat.
.....	
Krupp's Technische Mitteilungen	Dr. Ho-Dr. 2 EKL
Lancet	VL-412
.....	
Manufacturers Record	Dr. Ho-Dr. 2 EKL
Mechanical Engineering	HEK
Merchants' Association of New York	ZWI
Medical Progress	EKL
Metal & Alloys	EKL
.....	

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NAME	CIRCULATION
Mining & Metallurgy - Dr. Siedler embah,	FF
Mining Technology - " " "	FF
Modern Packaging	FF
Mining World	Dr. Ho-Ba, 2-22
.....	

(Page 12 of the original)

Modern Plastics	SAW
.....	
Moody's Investors Service- Industrial Manual	FF
.....	
Movie Makers	XAM
.....	
National Association of Manufacturers	Stat.
National Bureau of Economic Research	Stat.
National Geographic Magazine	Fr.V.
National Industrial Conference Board	Stat.
National Paint, Varnish and Lacquer Association	LL
National Petroleum News (2)	PL
.....	
National Safety Council * membership Dr. Schmitt	ISK
National Safety News	ISK
.....	
Nature	ISK
Neoprene Notebook	SA
.....	
New York Herald Tribune	Mrs.C.
New York Staatszeitung & Herald	Stat.
New York Times	Mrs.C.
Nickel Cast Iron News	Dr. Ho
.....	

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NAME	CIRCULATION
Nickel Steel Topics	RM
Oil & Gas Journal	Dr. Ho Dr. S
.....	
Oil & Vohlo	Dr. Ho-Dr. S
Oil, Paint & Drug Reporter (4)	FF
.....	
Oil Dressing Notes	FF
Organic Syntheses (2)	FL
.....	
Paint Industry Magazine	FF
Paint, Oil & Chemical Review	RM
.....	
Pan American Book Shelf Bibliography	VI
Paper Trade Journal	PL
Petroleum Division - American Chemical Society	Dr. Ho-Dr. S
Petroleum Engineer	PL
.....	
Petroleum Safety Data	OB
Photo Technique	RM
Physical Review	PL
.....	
Physiological Reviews	RM
.....	

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Political Science Quarterly	RM
Power	RM
.....	
Proceedings of the Academy of Political Science - Embod. RM	RM
Proceedings of the Royal Society	RM
Proceedings of the Society for Experimental Biology & Medicine (2)	FF
.....	

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NAME	CIRCULATION
Product Engineering	ERL
Public Utility Compendium	Sturzenegger-dir.
" Safety	PL
Quarterly Cumulative Index Medicus	EXX
Railway & Industrial Compendium	Sturzenegger-dir.
Rayon Organon	VB
Rayon Textile Monthly	FF
.....	
Refiner & Natural Gasoline Manufacturer (2)	Dr. Eo Dr.
.....	
Refrigerating Engineering	FF
Research Institute of America	RMI-Stat.
" - Reports	Stat.
Review - Am. Soc. for Metals	ERL
Review of Modern Physics - Dr. Eckstein	FF
Review of Scientific Instruments - Dr. Eckstein	FF
.....	
Rubber Age (3)	KXZ
.....	

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Rubber Chemistry & Technology - Dr. Waller sub.	PL
.....	
Saturday Evening Post	PVI
Science	PL
.....	
Science Abstracts A - Dr. Eckstein	FF
Science News Letter	PL
Silicates P's & Q's	VLB
Sphere	RMI-Block-Stat.

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NAME	CIRCULATION
Stain Technology	SS
Standard Corporation Record	Stat.
State & Municipal Compendium	Sturzenegger-dir.
Statistical Bulletin	Dr. Ho-Dr. Ethen O.
Studio Light	ZE
.....	
Textile Colorist (2)	Japan for FF
.....	
Textile World	PIU
.....	
Thickol Facts	Dr. Ho-Dr. J. EKL
Time	BWI-Stat.
.....	

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Transactions (Am. Society for Metals)	EKL
Transactions of the American Institute of Chemical Engineers	FF
.....	
Transactions of the Faraday Society	EX
Underwriters' Laboratories	Ind- LF
U.S. News	Dr. Ho-Dr. J. BWI- EKL Stat.
.....	
Vanadium Facts	PAU
Vanderbilt News	EX
Verlag Chemie - membership Dr. Ho.	Dr. Ho-Dr. J. EKL
Vierteljahrshäfte	BWI-Dr. C.
Von Werk zu Werk	Dr. Ho-Dr. J. BWI EKL Stat.
Wall Street Journal	VB
.....	

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PAGE	CIRCULATION
Weekly Foreign Letter	Dr. Ho-Dr. M-SWI 2-1 Stat.
Waylay-Saton Service	Dr. Porchman Stat.
.....	
What's News	FF
World Petroleum	Dr. Ho-Dr. B
.....	

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U.S. GOVERNMENT PUBLICATIONS:

Cellulose Plastic Products	VE
.....	
Chemicals & Allied Products	VS
.....	
Crops & Markets	VB
Domestic Commerce Weekly	AS-LSM-Stat.
Fats & Oils subjected to Sulphonation	VS
.....	
Foreign Commerce Weekly (3)	VB
.....	
Foreign Minerals Quarterly	Dr. Ho-Dr. S-NAH
.....	
Industrial Reference Service	VE
.....	
International Petroleum Trade	OB
.....	
Journal of Agricultural Research	PD

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Journal of Research of the Bureau of Standards (2)	FF
.....	
Lacquers	VE
.....	

(Page 18 of the original, cont'd)

<u>NAME</u>	<u>CIRCULATION</u>
Metals & Minerals	VD
.....	
Mineral Trade Notes	Dr. Ho-Dr. B-221
.....	
Monthly Catalogue of Public Documents	VD
.....	
Monthly Petroleum Statement	Dr. Ho-Dr. C
Monthly Summary of Foreign Commerce of the U.S.	Stat.
.....	
New Publications of the Bureau of Mines	PL
Paint, Varnish, Lacquer & Fillers	Dr. Ho-Dr. C
.....	
Phytopathology (2)	MEK
Postal Guide & Supplements	
Public Health Report	MEK
Rubber & Its Products	Dr. Ho-Dr. C
Survey of Current Business	VD
.....	
Technical News Bulletin	MEK
Treasury Decisions (2)	PF
Wholesale Prices	filed
World Retail Prices and Taxes on Gasoline etc.	OE

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EXPLANATION OF INITIALS:

AEI I.G., Aceta, Hauptstrasse 9/13, Berlin-Lichtenberg
 AGE AGEA-Photo A.G., Fleicherweg, Zurich, Switzerland
 IF I.G., Verkaufsgemeinschaft Chemikalien, Abteilung "E", Frankfurt
 DL I.G., Druckschriftenzentrale & Bibliothek, Ludwigshafen a/Rhein
 FAW I.G., Farbenfabrik-Wissenschaftliche Bucherei, Wolfen, Kre.
 Bitterfeld/Saale
 PF I.G., Farbenverkaufsteilung Nordamerika, Grunewaldplatz, Frankfurt
 a/Main
 (all magazines for Frankfurt addressed to Mr. E. von Szilvinyi)
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